SPECIAL, 12/17/2019 10:30:00 AM

BE IT REMEMBERED that on December 17, 2019, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2 (ABSENT)

Commissioner Michael Sinegal, Commissioner Pct. No. 3

Commissioner Everette D. Alfred, Commissioner Pct. No. 4 (ABSENT)

Honorable Zena Stephens, Sheriff

Honorable Carolyn L. Guidry , County Clerk

When the following proceedings were had and orders made, to-wit:

Jeff R. Branick, County Judge
Eddie Arnold, Commissioner, Precinct One
Brent A. Weaver, Commissioner, Precinct Two
Michael S. Sinegal, Commissioner, Precinct Three
Everette "Bo" Alfred, Commissioner, Precinct Four

NOTICE OF MEETING AND AGENDA OF COMMISSIONERS' COURT OF JEFFERSON COUNTY, TEXAS December 17, 2019

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, willmeet at **10:30 AM,** on the **17th** day of **December 2019** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

Said meeting will be a **Special** for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

In addition to the routine business of the County, the subject of said meeting will be the following:

9:30 A.M. - Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.074 to deliberate personnel matters.

9:45 a.m.-Announcement of an executive (closed) session pursuant to Texas Government Code Section § 551.071 for the purpose of receiving information from its counsel regarding pending or anticipated litigation with the County.

11:00 a.m.-Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 to deliberate business and financial issues relating to a contract being negotiated for economic development and real property, that deliberation in open meeting, would have a detrimental effect on the Commissioners Court in negotiations with a third person.

INVOCATION: Michael S. Sinegal, Commissioner, Precinct Three

PLEDGE OF ALLEGIANCE: Eddie Arnold, Commissioner, Precinct One

PURCHASING:

1. Receive and file bid for Invitation for Bid (IFB 19-037/YS), Automobile Rental Concessions at the Jack Brooks Regional Airport.

SEE ATTACHMENTS ON PAGES 10 - 34

Motion by: Commissioner Sinegal
Second by: Commissioner Arnold
In favor: County Judge Branick, Commissioner Arnold, Commissioner Sinegal
Action: APPROVED

2. Receive and file bids for Invitation for Bid (IFB 19-062/YS), Term Contract for Inmate Shoes for Jefferson County.

SEE ATTACHMENTS ON PAGES 35 - 405

Motion by: Commissioner Sinegal
Second by: Commissioner Arnold
In favor: County Judge Branick, Commissioner Arnold, Commissioner Sinegal
Action: APPROVED

3. Consider and approve, execute, receive and file a contract renewal for (IFB 15-023/YS), Term Contract for HVAC Maintenance, Repair, and Emergency Services for Ford Park with Industrial Commercial Mechanical for a fourth and final one (1) year term from January 7, 2020 to January 6, 2021.

SEE ATTACHMENTS ON PAGES 406 - 406

Motion by: Commissioner Sinegal
Second by: Commissioner Arnold
In favor: County Judge Branick, Commissioner Arnold, Commissioner Sinegal
Action: APPROVED

4. Consider and approve, execute, receive and file a Professional Services Agreement (PROF 19-067/JW) with Abilita for Telecommunications and Information Technology Performance Management for Jefferson County; in accordance with (RFQ 19-046/JW), Telecommunications and Information Technology Performance Management Program for Jefferson County.

SEE ATTACHMENTS ON PAGES 407 - 408

Motion by: Commissioner Sinegal
Second by: Commissioner Arnold
In favor: County Judge Branick, Commissioner Arnold, Commissioner Sinegal
Action: APPROVED

5. Consider and approve, execute, receive and file agreements with LexisNexis and Jefferson County for ACCURINT Government Services (online access) for multiple departments; as shown on ATTACHMENT A. These agreements are for a one-year term, from January 1, 2020 through December 31, 2020; with the option to renew annually for a cost increase of 3% each year.

SEE ATTACHMENTS ON PAGES 409 - 497

Motion by: Commissioner Sinegal
Second by: Commissioner Arnold
In favor: County Judge Branick, Commissioner Arnold, Commissioner Sinegal
Action: APPROVED

6. Consider and approve, execute, receive and file and agreement (Agreement 19-068/JW) with LexisNexis and Jefferson County for LexisNexis Advance website access subscription (for one user) for the 172nd District Court. This agreement is for one-year term (January 1, 2020 through December 31, 2020), at a monthly cost of $80.00.

SEE ATTACHMENTS ON PAGES 498 - 500

Motion by: Commissioner Sinegal
Second by: Commissioner Arnold
In favor: County Judge Branick, Commissioner Arnold, Commissioner Sinegal
Action: APPROVED

7. Consider and approve, execute, receive and file Job Order Contract (JOC 19-069/DC) with SETEX Facilities and Maintenance for the Repair of the Service Center Shop Area Roof, in the amount of $54,355.62. This is in accordance with Choice Partners JOC Texas Contract 15/041JN-11-2015. Funding from available Capital Projects.

SEE ATTACHMENTS ON PAGES 501 - 509

Motion by: Commissioner Sinegal
Second by: Commissioner Arnold
In favor: County Judge Branick, Commissioner Arnold, Commissioner Sinegal
Action: APPROVED

8. Consider and approve, execute, receive and file Job Order Contract (JOC 19-079/DC) with Signature Group for the Ford Park Interior Reconstruction of the Main Offices and Pavilion Due to Imelda, in the amount of $327,960.00. This is in accordance with Region V Contract 20190301.

SEE ATTACHMENTS ON PAGES 510 - 511

Motion by: Commissioner Sinegal
Second by: Commissioner Arnold
In favor: County Judge Branick, Commissioner Arnold, Commissioner Sinegal
Action: APPROVED

9. Consider and approve, execute, receive and file Professional Services Agreement (PROF 19-078/JW) with Wheaton Engineering and Environmental, Science, LLC. for the Downtown Jail Smoke Purge System Review for a total estimated cost of $5,600.00.

SEE ATTACHMENTS ON PAGES 512 - 514

Motion by: Commissioner Sinegal
Second by: Commissioner Arnold
In favor: County Judge Branick, Commissioner Arnold, Commissioner Sinegal
Action: APPROVED

COUNTY AUDITOR:

10. Consider and approve budget transfer for ditching work in Precinct #1. Transfer is to cover supplies for ditching project.

111-0102-431-3099	MISCELLANEOUS SUPPLIES	$6,000.00	
111-0109-431-6042	TRUCKS & TRAILERS		$6,000.00

SEE ATTACHMENTS ON PAGES 515 - 515

Motion by: Commissioner Arnold
Second by: Commissioner Sinegal
In favor: County Judge Branick, Commissioner Arnold, Commissioner Sinegal
Action: APPROVED

11. Consider and approve out of State travel for Judge Kent Walston to New Orleans, Louisiana. The estimated cost of travel is $736.20. Funds are available in the 58th District Court budget.

SEE ATTACHMENTS ON PAGES 516 - 517

Motion by: Commissioner Arnold
Second by: Commissioner Sinegal
In favor: County Judge Branick, Commissioner Arnold, Commissioner Sinegal
Action: APPROVED

12. Consider and approve electronic disbursement for $470,314.60 to LaSalle for revenue received from entities for inmate housing.

Motion by: Commissioner Arnold
Second by: Commissioner Sinegal
In favor: County Judge Branick, Commissioner Arnold, Commissioner Sinegal
Action: APPROVED

13. Regular County Bills - check $466470 through checks # 466752.

SEE ATTACHMENTS ON PAGES 518 - 527

Motion by: Commissioner Arnold
Second by: Commissioner Sinegal
In favor: County Judge Branick, Commissioner Arnold, Commissioner Sinegal
Action: APPROVED

COUNTY COMMISSIONERS:

14. Consider and possibly approve a Resolution to extend the Disaster Declaration for Tropical Storm Imelda pursuant to Section 418.108 (b), Government Code.

SEE ATTACHMENTS ON PAGES 528 - 528

Motion by: Commissioner Sinegal
Second by: Commissioner Arnold
In favor: County Judge Branick, Commissioner Arnold, Commissioner Sinegal
Action: APPROVED

15. Receive and file Certificate of Completion for Jefferson County Precinct 2 Commissioner Brent Weaver has successful completed the continuing education provisions of Article 81.0025 of the Texas Local Government Code.

SEE ATTACHMENTS ON PAGES 529 - 530

Motion by: Commissioner Sinegal
Second by: Commissioner Arnold
In favor: County Judge Branick, Commissioner Arnold, Commissioner Sinegal
Action: APPROVED

16. Consider and possibly approve the reappointment of Commissioners Hoyt Simmons to Position 1 and Mark Zambardino to Position 5 as Commissioners of Jefferson County Emergency Services District No.1

Motion by: Commissioner Sinegal
Second by: Commissioner Arnold
In favor: County Judge Branick, Commissioner Arnold, Commissioner Sinegal
Action: APPROVED

MANAGEMENT INFORMATION SYSTEMS:

17. Consider and possibly adopt a Resolution recognizing Paul Helegda for 31 years and 7 months of dedicated service to the Jefferson County MIS Department and to the citizens of Jefferson County and wishing him well in his retirement.

SEE ATTACHMENTS ON PAGES 531 - 531

Motion by: Commissioner Sinegal
Second by: Commissioner Arnold
In favor: County Judge Branick, Commissioner Arnold, Commissioner Sinegal
Action: APPROVED

PUBLIC HEALTH:

18. Consider and possibly adopt a Resolution recognizing Mary Stagg for 32 years of dedicated service to the Jefferson County Public Health Department and to the citizens of Jefferson County and wishing her well in her retirement.

SEE ATTACHMENTS ON PAGES 532 - 532

Motion by: Commissioner Sinegal
Second by: Commissioner Arnold
In favor: County Judge Branick, Commissioner Arnold, Commissioner Sinegal
Action: APPROVED

RISK MANAGEMENT:

19. Consider and possibly approve the Addition of Aircraft Endorsement, for the Sheriff's Department fixed wing plane, to the Aviation and Hull Insurance Policy with Ace Property and Casualty Insurance Company, effective December 1, 2019, for an annual premium of $14,449.00.

SEE ATTACHMENTS ON PAGES 533 - 533

Motion by: Commissioner Sinegal
Second by: Commissioner Arnold
In favor: County Judge Branick, Commissioner Arnold, Commissioner Sinegal
Action: APPROVED

SHERIFF'S DEPARTMENT:

20. Please consider and possibly approve U.S. Department of Justice, United States Marshal Service modification no. 13 to the current inter-governmental agreement 78-01-0077. The purpose of this agreement is to incorporate the new wage determination effective 2/1/2020.

SEE ATTACHMENTS ON PAGES 534 - 555

Motion by: Commissioner Arnold
Second by: Commissioner Sinegal
In favor: County Judge Branick, Commissioner Arnold, Commissioner Sinegal
Action: APPROVED

21. Receive and file executed 2019-2020 SETX Auto Theft Task Force Inter-local Agreement.

SEE ATTACHMENTS ON PAGES 556 - 598

Motion by: Commissioner Arnold
Second by: Commissioner Sinegal
In favor: County Judge Branick, Commissioner Arnold, Commissioner Sinegal
Action: APPROVED

Other Business:

Receive reports from Elected Officials and staff on matters of community interest without taking action.

***DISCUSSION ON ANY OTHER ITEM NOT ON AGENDA WITHOUT TAKING ACTION.

_____

Jeff R. Branick
County Judge

The Hertz Corporation
Bid No. IFB 19-037/YS
Automobile Rental Concessions at the Jack Brooks Regional Airport

ORIGINAL

Hertz

Hertz. We're here to get you there.

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M. Addenda Acknowledgement

THE HERTZ CORPORATION
8501 Williams Road
Estero, Florida 33928
Telephone: 239-301-7794

Stephen A. Blum
Senior Vice President,
Real Estate and Facilities

December 6, 2019

Sent via Personal Delivery

Jefferson County Purchasing Department
1149 Pearl Street, First Floor
Beaumont, Texas 77701

RE: Automobile Rental Concessions at Jack Brooks Regional Airport

Dear Sir or Madam:

Please find enclosed the response of The Hertz Corporation ("Hertz") to Bid No. IFB 19-037/YS for Automobile Rental Concession at Jack Brooks Regional Airport (the "Airport"). We wish to dual brand Hertz and Dollar Rent A Car. Hertz is registered with The System for Award Management (SAM) with an "active" status.

Hertz hereby acknowledges receipt of Addenda Nos. 1 and 2. Should you have any questions about this submission, please feel free to contact me.

Very truly yours,
THE HERTZ CORPORATION

Stephen A. Blum
Senior Vice President, Real Estate and Facilities

Enclosures

SAM Search Results
List of records matching your search for :

Record Status: Active
CAGE Code: 0SY70

ENTITY	Hertz Corporation, The	Status: Active
DUNS: 006985196	+4:	CAGE Code: 0SY70 DoDAAC:
Expiration Date: 09/01/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 8501 Williams Rd		
City: Estero		State/Province: FLORIDA
ZIP Code: 33928-3325		Country: UNITED STATES

Bidder Information Form

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Name & Number: **Automobile Rental Concessions at the Jack Brooks Regional Airport**

IFB 19-037/YS

Bidder's Company/Business Name: The Hertz Corporation

Bidder's TAX ID Number: 13-1938568

Contact Person: Stephen A. Blum **Title:** Senior Vice President, Real Estate and Facilities

Phone Number (with area code): (239) 301-7794

Alternate Phone Number if available (with area code):

Fax Number (with area code): (239) 319-3263

Email Address: Stephen.Blum@hertz.com

Mailing Address (Please provide a physical address for bid bond return, if applicable):

N/A - no bond is required.

Address

City, State, Zip Code

Bidder Shall Return Completed Form with Offer.

Offer to Contract

IFB 19-037/YS

Automobile Rental Concessions

at the Jack Brooks Regional Airport

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

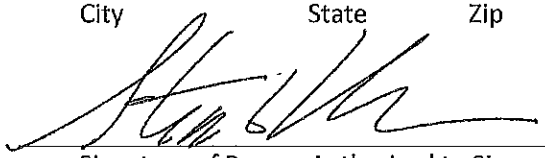
We acknowledge receipt of the following amendment(s): 1, 2, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

The Hertz Corporation
Company Name

8501 Williams Road
Address

Estero | Florida | 33928
City | State | Zip



Signature of Person Authorized to Sign

Stephen A. Blum
Printed Name

Senior Vice President,
Real Estate and Facilities
Title

For clarification of this offer, contact:

Stephen A. Blum
Name

(239) 301-7794 | (239) 319-3263
Phone | Fax

Stephen.Blum@hertz.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

IFB 19-037/YS

Automobile Rental Concessions

at the Jack Brooks Regional Airport

The Offer is hereby accepted for the following items: **Automobile Rental Concessions at the Jack Brooks Regional Airport. Contract Term: One (1) Five (5) year period.**

The Concessionaire is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. **IFB 19-037/YS, Automobile Rental Concessions at the Jack Brooks Regional Airport.** The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

_____ _____

Jeff R. Branick — Date

County Judge

_____

Carolyn L. Guidry

County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

	Monthly Amount (MAG / 12)	Minimum Annual Guarantee (MAG)
Year 1	$ 2,643.91	$31,726.87
Year 2	2,643.91	31,726.87
Year 3	2,643.91	31,726.87
Year 4	2,643.91	31,726.87
Year 5	2,643.91	31,726.87
Total Five Year MAG		$158,634.35

	Number of Spaces	Annual Parking (Spaces x $108)
Rental Car Parking: Number of Parking Spaces Bid: (Min 35 / Max 35)	35	$3,708.00
Rental Truck / Moving Truck Number of Parking Spaces Bid: (Min 3 Space per Truck)	0	0

Car Wash Area	Mark X	Annual Amount
Car Wash Area 1 (Min $3,240 Yr)		$3,240.00

TOTAL BID AMOUNT	$170,190.35 * * See following page for calculation.

Parking Spaces:

The minimum amount of parking spaces bidders are required to bid on is 35 with a minimum rate of $9.00 per month ($108 per year) per parking space. Maximum number of spaces is 35. If more spaces are required than available in the Rental Car Parking Lot, successful bidders can negotiate separately with Airport outside of the bid.

Fixed Cost Note:

A charge for 192 square feet of Terminal Office/Counter space, at a rate of $24.00 per square foot per annum ($384.00 month) will be part of the contract.

Acknowledgment of Addenda (if any):

Addendum No. 1 Addendum No. 2 Addendum No. _____

Bidder Shall Return Completed Form with Offer

BID FORM CALCULATIONS:

The total bid amount for The Hertz Corporation is $170,190.35, based on the below calculations:

Total MAG for Five Year Term	$158,634.35
Rental Car Parking (1st year)	3,708.00
Car Wash Area (1st year)	3,240.00
(Fixed Cost) Terminal Office/Counter Space	4,608.00

Additional annual rent would apply for Rental Car Parking, Car Wash Area and the Terminal Office/Counter Space rent for years 2 through 5.

Signature Page

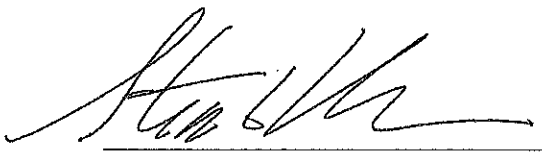
As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? Yes ☐ No ☒

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

The Hertz Corporation	
Bidder (Entity Name)	Signature
8501 Williams Road	Stephen A. Blum
Street & Mailing Address	Print Name
Estero, FL 33928	
City, State, & Zip	Date Signed
(239) 301-7794	(239) 319-3263
Telephone Number	Fax Number
Stephen.Blum@hertz.com	
E-mail Address	

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

None

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

None

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

Signature of vendor doing business with the governmental entity

December 6, 2019

Date

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☒ No

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .

☐ Yes ☐ No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?

☐ Yes ☐ No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?

☐ Yes ☐ No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?

☐ Yes ☐ No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?

☐ Yes ☐ No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?

☐ Yes ☐ No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If "No" was selected, please explain and include any pertinent documentation with your bid.
If necessary, please use a separate sheet to answer the above questions.

Stephen A. Blum
Printed Name of Authorized Representative

Signature

Senior Vice President, Real Estate and Facilities
Title

December 6, 2019
Date

Bidder Shall Return Completed Form with Offer.

Hertz

The Hertz Corporation
Good Faith Efforts

At Hertz we recognize our duty to operate and manage our business ethically and responsibly. This is critical to our success. We aim to provide our customers dependable and innovative solutions. And maintain a positive impact on the environment and communities in which we work and live. Hertz's commitment to corporate responsibility includes a commitment to the growth of small businesses and minority/women-owned/disadvantaged business enterprises (M/W/DBE).

Hertz does not enter into contractual obligations to purchase goods and services at the local level. All local purchasing is done as an exception to our national purchase program on an as needed basis. However, Hertz remains committed to the growth of M/W/DBE and afford them the opportunity to compete, on an equal basis, in selling their goods and services. In addition, many of our national purchasing programs are provided by M/W/DBE Suppliers.

Within the scope of our operational framework, Hertz has long engaged in significant bona fide "good faith efforts" to achieve a meaningful level of participation with ACDBE suppliers of goods and services in all areas of its car rental operations. We are committed to undertake "good faith efforts" to encourage and support those of our vendors who qualify, to become certified pursuant to your state's requirements. As part of Hertz commitment, to meet its ACDBE participation goal for your airport, the good faith efforts include but are not limited to, the following:

- As part of Hertz outreach efforts, Request for Quotations (RFQ) were sent to certified ACDBE and DBE suppliers that were interested in bidding for national purchasing contracts. For FYs 2018/2019, the following services are forecasted for diversity business opportunities:
    - Airport Lost Keys – Vehicle Locksmith
    - Airport Bulk Fuel
    - Airport Maintenance Facilities – National Car Wash
    - Airport Maintenance Facilities – Tire Recycling and Pick Up Services
    - Airport operations – temporary staffing services
    - Airport operations – transporter and casual employee equivalent services
- Those DBE/ACDBE suppliers that are awarded a purchasing contract will be asked to obtain certification in all states they provide services or supplies.

Hertz

- Due to the nature of Hertz's business, the bulk of Hertz's M/W/DBE purchases are generated by the purchases of vehicles from car dealers. However, Hertz has identified the following potential categories of goods and services from local area small business and M/W/DBE suppliers on an "as needed basis."

  - Adjusters & Appraisers
  - Automobile parts
  - Automobile repairs/collision/paint shops
  - Automobile Detailing
  - Locksmith Service – Re-keying
  - Towing/Transporting
  - Temporary Staffing
  - Janitorial Services
  - Transporter Services
  - Fuel purchases

- The Unified Certification Program Directory and the FAA Matchmaking System are reviewed periodically for vendors to determine whether firms listed provide services compatible with our business operations.

- Staff routinely attend outreach workshops, diversity summits and national conferences sponsored by various States, Cities, Airports and National agencies to identify prospective ACDBE companies. For FY 2018, Hertz participated in networking events sponsored by local airports and national conferences, such as National Association of Women Business Owners Conference (NAWBO) sponsored by Indianapolis Airport Authority, Business Diversity Summit sponsored by Massport, and the AMAC conference. In 2019, Hertz has committed representatives at 37 of our airport locations to attend the Supplier Diversity Outreach Day event on April 30, 2019. Representative will also be attending the AMAC annual conference as well as the Women Business Enterprise National Council national conference and the National Minority Supplier Development Council conference. In addition, Hertz has engaged in social media campaigns to promote our program and provide contact information for DBE businesses to reach out to us if they are interested in providing goods or services.

- For calendar year 2018, The Hertz Corporation has purchased approximately $1,371,884,827 from Minority Owned Business Enterprises and approximately $10,935,432 from Women Owned Business Enterprises.

We welcome any additional suggestions on seeking out ACDBE and certified M/W/DBE suppliers interested in doing business with The Hertz Corporation or any feedback on how we can further advance our program.

Notice of Intent (NOI)

to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☒ No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: ☐ Yes ☐ No

Address: _____

Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____

Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: % _____

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative	Signature of Representative	Date

Printed Name of HUB	Signature of Representative	Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☒ No

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____

Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: $ _____ Total HUB Subcontract(s): $ _____

Construction HUB Goals: 12.8% MBE:: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Texas Bldg & Procurement Comm. ☐ Texas Unified Certification Prog.

Address: _____

Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

All HUB Subcontractor Participation may be verified with the HUB Subcontractor(s) listed on Part I.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- ☐ All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☐ Other: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? ☐ Yes ☐ No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): Stephen A. Blum for The Hertz Corporation

Title: Senior Vice President, Real Estate and Facilities

Signature: _____

Date: December 6, 2019

E-mail address: Stephen.Blum@hertz.com

Contact person that will be in charge of invoicing for this project:

Name (print or type): Sheri Freeman

Title: Manager of Contracts & Lease Administration

Date: December 6, 2019

E-mail address: Sheri.Freeman@hertz.com

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 et seq., as amended, Jefferson County requests Resident Certification. §2252.001 et seq. of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that _____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

☒ I certify that The Hertz Corporation [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Estero, Florida (city and state).

Taxpayer Identification Number (T.I.N.):	13-1938568
Company Name submitting bid/proposal:	The Hertz Corporation
Mailing address:	8501 Williams Road, Estero, FL 33928
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**
300013-000-000652-00000-8	Highway 69, Beaumont, TX - Real Estate
300013-000-0006530-0000-0	Highway 69, Beaumont, TX - Real Estate
700000-000-280101-00000-0	Airport Road #1, 6000 Airline Dr., Beaumont, TX - Personal Property
700000-000-280171-00000-3	455 Keith Road, Beaumont, TX - Personal Property

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF FLORIDA COUNTY OF LEE

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Florida,

on this day personally appeared Stephen A. Blum, who

(name)

after being by me duly sworn, did depose and say:

"I, Stephen A. Blum am a duly authorized officer of/agent

(name)

for The Hertz Corporation and have been duly authorized to execute the

(name of firm)

foregoing on behalf of the said The Hertz Corporation.

(name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: The Hertz Corporation

8501 Williams Road, Estero, Florida 33928

Fax: (239) 319-3263 Telephone# (239) 301-7794

by: Stephen A. Blum Title: Senior Vice President, Real Estate and Facilities

(print name)

Signature:

SUBSCRIBED AND SWORN to before me by the above-named

Stephen A. Blum on

this the 6th day of December, 2019.

Linda Dravin

Notary Public in and for

the State of Florida

LINDA DRAVIN
MY COMMISSION # GG 362786
EXPIRES: November 17, 2023
Bonded Thru Notary Public Underwriters

Bidder Shall Return Completed Form with Offer.

House Bill 89 Verification

I, Stephen A. Blum, the undersigned representative of (company or business name) The Hertz Corporation (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Signature of Company Representative

December 6, 2019
Date

On this 6th day of December, 20 19, personally appeared

Stephen A. Blum, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

Linda Dravin
Notary Signature

December 6, 2019
Date

LINDA DRAVIN
MY COMMISSION # GG 362786
EXPIRES: November 17, 2023
Bonded Thru Notary Public Underwriters

Bidder Shall Return Completed Form with Offer.

Senate Bill 252 Certification

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

The Hertz Corporation
Company Name

IFB 19-037/YS
IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT
1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593 phone

ADDENDUM TO IFB

IFB Number: IFB 19-037/YS

IFB Title: Automobile Rental Concessions at the Jack Brooks Regional Airport

IFB Due: **11:00 am CT, Wednesday, December 4, 2019**

Addendum No.: 1 (one)

Issued (Date): October 21, 2019

TO BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all addenda.** For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal.** If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Change of time and date for non-mandatory pre-bid meeting from 10:00 am CT, Tuesday, October 29, 2019 to 10:00 am CT, Wednesday, October 30, 2019, and additional forms not included in IFB packet.

The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

Witness Lesley Costello

Witness Linda Dravin

Approved by ____ Date: _____

Authorized Signature (Bidder)

Senior Vice President, Real Estate and Facilities
Title of Person Signing Above

Stephen A. Blum for The Hertz Corporation
Typed Name of Business or Individual

8501 Williams Road, Estero, FL 33928
Address

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT

1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593 phone

ADDENDUM TO IFB

IFB Number: IFB 19-037/YS

IFB Title: Automobile Rental Concessions at the Jack Brooks Regional Airport

IFB Due: **11:00 am CT, Wednesday, December 11, 2019**

Addendum No.: 2 (two)

Issued (Date): October 21, 2019

TO BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all addenda.** For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal.** If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Change of bid due date from Wednesday, December 4, 2019 to Wednesday, December 11, 2019, and to correct due dates for questions to Monday, November 18, 2019.

The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

Witness Lesley Costello

Witness Linda Dravin

Approved by ____ Date: _____

Authorized Signature (Bidder)

Senior Vice President, Real Estate and Facilities
Title of Person Signing Above

Stephen A. Blum for The Hertz Corporation
Typed Name of Business or Individual

8501 Williams Road, Estero, FL 33928
Address

THE HERTZ CORPORATION
8501 Williams Rd.
Estero, FL 33928

Jefferson County,
Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

RECEIVED 12:39 PM DEC 09 2019

SEALED BID for
Automobile Rental Concession
Bid No. IFB 19-037/YS
Due date: December 11, 2019
and Time: 11:00 AM CT

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

November 12, 2019

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 19-062/YS, Term Contract for Inmate Shoes for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, https://www.co.jefferson.tx.us/Purchasing/ or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	**Term Contract for Inmate Shoes for Jefferson County**
BID NO:	**IFB 19-062/YS**
DUE DATE/TIME:	**11:00 AM CT, Wednesday, December 11, 2019**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701**

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us.

Jefferson County encourages Disadvantaged Business Enterprises to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – November 13, 2019 & November 20, 2019

IFB 19-062/YS
Term Contract for Inmate Shoes for Jefferson County
Bids due: 11:00 AM CT, Wednesday, December 11, 2019

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Bid Submissions:

Bidder is responsible for submitting:

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety.
- Two (2) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

Additionally, Bidder must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a response being declared as non-responsive.

https://www.co.jefferson.tx.us/Purchasing/

Instructions to Bidders

1. Bid Submission

Bids must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of box shall also include the Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Late bids will not be accepted and will be returned unopened to the bidder.

All bids submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

2. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgment call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

3. Courthouse Security

Bidders are advised that all visitors to the Courthouse must pass through Security. **Bidders planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal.** Mondays and Tuesdays are particularly heavy days. Bidders are strongly urged to plan accordingly.

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

The County requests that bid submissions NOT be bound by staples or glued spines.

If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.

The bid shall be legally signed and shall include the complete address of the bidder.

Jefferson County is exempt from Federal and State Sales Taxes, and such taxes shall not be included in bid prices.

5. Signatures

All bids, notifications, claims, and statements must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

6. County Holidays – 2019:

January 1	Tuesday	New Year's
January 21	Monday	Martin Luther King, Jr. Day
February 18	Monday	President's Day
April 19	Friday	Good Friday
May 27	Monday	Memorial Day
July 4	Thursday	Independence Day
September 2	Monday	Labor Day
November 11	Monday	Veteran's Day
November 28 & 29	Thursday & Friday	Thanksgiving
December 24 & 25	Tuesday & Wednesday	Christmas
January 1, 2020	Wednesday	New Year's

7. Rejection or Withdrawal

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

8. Emergency/Declared Disaster Requirements

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

9. Award

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected. Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting

specifications is not a awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

10. Contract

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

11. Waiver of Subrogation

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

12. Fiscal Funding

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

13. Bid Results

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page (http://co.jefferson.tx.us/ purchasing/main.htm) as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

14. Changes and Addenda to Bid Documents

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

15. Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

16. Delivery

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

17. Interpretation of Bid and/or Contract Documents

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

18. Currency

Prices calculated by the bidder shall be stated in U.S. dollars.

19. Pricing

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

20. Notice to Proceed/Purchase Order

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

21. Certification

By signing the offer section of the Offer and Acceptance page, bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.

22. Definitions

"County" – Jefferson County, Texas.

"Contractor" – The bidder whose proposal is accepted by Jefferson County.

23. Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

General Conditions of Bidding and Terms of Contract

By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

1. Bidding

1.1 Bids. All bids must be submitted on the bid form furnished in this package.

1.2 Authorized Signatures. The bid must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.

1.3 Late Bids. Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 Withdrawal of Bids Prior to Bid Opening. A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 Withdrawal of Bids after Bid Opening. Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 Bid Amounts. Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 Exceptions and/or Substitutions. All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.8 Alternates. The Invitation for Bid and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 Descriptions. Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 Bid Alterations. Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 Tax Exempt Status. Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 Quantities. Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose

intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.14 Silence of Specifications for Complete Units. All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

1.15 Addenda. Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

1.16 General Bid Bond/Surety Requirements. Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.17 General Insurance Requirements. Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.18 Responsiveness. A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 Responsible Standing of Bidder. To be considered for award, bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.20 Confidential/Proprietary Information

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder **must** clearly mark the applicable pages of Bidder's bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

1.21 Public Bid Opening. Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. Performance

2.1 Design, Strength, and Quality. Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

2.2 Age and Manufacture. All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 Delivery Location. All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 Delivery Schedule. Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 Delivery Charges. All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

2.6 Installation Charges. All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 Operating Instructions and Training. Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

2.8 Storage. Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 Compliance with Federal, State, County, and Local Laws. Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA. The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 Patents and Copyrights. The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 Samples, Demonstrations and Testing. At Jefferson County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

2.13 Acceptability. All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 Maintenance. Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

2.15 Material Safety Data Sheets. Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 Evaluation. Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves to right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

3.1 Purchase Orders. A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

3.2 Invoices. All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

3.3 Prompt Payment. In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the County of the merchandise ordered and of a valid invoice. Successful bidder(s) is required to pay subcontractors within ten (10) days after the successful bidder receives payment from the County.

3.4 Funding. Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. Contract

4.1 Contract Definition. The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful bidder and Jefferson County.

4.2 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and, upon agreement between vendor(s) and Jefferson County, may be renewed annually for up to four (4) additional years.

4.3 Change Order. No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.4 Price Re-determination. A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

4.5 Termination. Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

4.6 Conflict of Interest. Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

4.7 Injuries or Damages Resulting from Negligence. Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

4.8 Interest by Public Officials. No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.9 Warranty. The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

4.10 Uniform Commercial Code. The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

4.11 Venue. This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

4.12 Sale, Assignment, or Transfer of Contract. The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

4.13 Silence of Specifications. The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

5. Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)

(1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.

(2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a

subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of $100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (l) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (l) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (l) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding $100,000.

H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;
(b) Meeting contract performance requirements; or
(c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products/htm.

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

N. SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply will all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall ensure that required parts of the bid are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Bidder is responsible for submitting one (1) *original* bid copy to include a completed copy of this specifications packet in its entirety; and two (2) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

All bids shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED BID." The outside of the envelope or box shall also include: Bid Number, Bid Name, Bid Due Date, Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

2. Vendor Registration: SAM (System for Award Management).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

Bidders are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Bid Submission.

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

FORM 1295 Exemptions: What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission) – CONTINUED

Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.
Vendors must enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

4. Multiple Vendor Award

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

5. Delivery

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County.

6. Payment

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

Invoices shall be submitted to: Jefferson County Auditing Department, Attention: Accounts Payable, 1149 Pearl Street, 7th floor, Beaumont, TX 77701.

7. Usage Reports

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

8. Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	$1,000,000
Excess Liability	$1,000,000

Property Insurance (policy below that is applicable to this project):
Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation	Statutory Coverage (See Section Below)

9. Workers' Compensation Insurance

9.1 Definitions:

9.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

9.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

9.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.

9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.

9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us, regarding any questions or comments. Please reference bid number IFB 19-062/YS.

Scope

The intent of this bid is to establish an annual contract for the purchase of inmate shoes for use by the Jefferson County Correctional Facility.

Quantity of Inmate Shoes Ordered

2018

Size	Quantity
Small	120 pair
Medium	240 pair
Large	360 pair
X-Large	360 pair

2019

Size	Quantity
Small	120 pair
Medium	480 pair
Large	720 pair
X-Large	720 pair

Technical Specifications

All shoes must be new, unused, clean, first quality only (no irregulars or seconds will be accepted), and ready for immediate use, with no defects.

Contractor shall furnish all labor, personnel, service, supervision, freight, transportation, inside delivery and pick-up, materials, tools, supplies, and equipment necessary to perform the service and provide the product as requested.

Inmate Shoe Specifications:

Style: "Step-in" style

Color: Orange

Material: 100% medium-soft EVA (ethyl vinyl acetate); Antibacterial material.

Construction: One piece molding; 055 to 0.77 lbs per pair – lightweight to prevent use as a weapon. Material recyclable.

Venting: Multiple ventilation holes in toebox.

Insole: Ridges on surface to help hold the foot in place.

Outsole: Defined outsole ridges to offer surface gripping and traction. Outsole is to be water resistant and non-marking. Slip resistant.

Sizes: Must be available in Sizes (S – 3XL). Size must be clearly labeled on both the heel of the shoe and the outsole of the shoe.

Cleaning: Shoes may be washed (with warm water and soap).

Packaging: Shipments must be packaged by the same size per package/box, with each pair individually wrapped.

Prices

This will be a firm fixed price contract. At the time of annual renewal, Vendor may request price increases based on documented manufacturers' increase.

Shipping/Handling

Contractor will be responsible for payment of all charges associated with the inside delivery, pick-up, transport, shipping and handling of all garments, products, supplies and materials ordered from this solicitation request. Deliveries will be F.O.B. Jefferson County at the destination indicated on each Purchase Order. Contractor shall retain title and control of all goods until they are delivered to designated sites and contract coverage has been completed. Jefferson County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

Minimum Orders

There are no minimum order requirements associated with this contract. Purchase orders for inmate clothing and supplies will be released to successful bidder(s) as required. Occasional small deliveries will be required, and the **successful bidder(s) shall be responsible for prompt delivery of any purchase. MINIMUM ORDER BIDS ARE NOT ACCEPTABLE.**

Quantities

The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the bid proposal are the best estimates. Quantities ordered may be increased or decreased as deemed necessary during the term of the contract.

Evaluation of Alternate Products

If an alternate product is offered, a catalog cut of that item shall be provided with your bid so that item can be evaluated as "or equal." Contractor must provide a sample at no cost to Jefferson County for evaluation purposes, upon request by the Jefferson County Purchasing Department.

Product Substitution

All products delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal.

Product Discontinuance

In the event a product and/or model is discontinued by the manufacturer, Jefferson County at its sole discretion may allow the awarded vendor to provide a substitute for the discontinued item. The awarded vendor shall request permission to substitute a new product and provide the following:

- Documentation from the manufacturer that the product or model has been discontinued.
- Documentation that names the replacement product or model.
- Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- Documentation confirming that the price for the replacement is the same or less than the discontinued product or model.

Random Sampling

Products may be tested on a random basis throughout the contract period for compliance with bid specifications. Defective or non-compliant products shipped to Jefferson County will be

returned to the awarded vendor. The awarded vendor will be responsible for handling, transportation, and pick-up of the defective or non-compliant products at there own expense. Awarded vendor will be required to ship at their own expense replacement products should such defects arise. In the event the awarded vendor is unable to provide the replacement products within the time frame specified by Jefferson County, the County reserves the right to purchase the requested products off contract and charge the awarded vendor the difference in cost from the contract amount and off contract purchase price.

Ordering Procedure

All orders require a valid Jefferson County Purchase Order Number prior to processing any request.

Delivery Time Period

All items shall be delivered within 30-45 calendar days unless otherwise specified. Unless otherwise stated by the ordering department all shipments shall be made directly to the Jefferson County Correctional Facility. It shall be the bidder's responsibility to meet the County's delivery requirements, even if the bidder finds it necessary to purchase on the open market or incur additional freight costs. Jefferson County reserves the right to obtain items specified in this solicitation request on the open market in the event the bidder fails to make delivery in the time schedule specified and price differential will be charged against the awarded bidder.

Shipping Documents

A packing list or other suitable shipping document shall accompany each shipment and shall show the 1) the name and address of Contractor, 2) name and address of the requesting department, 3) Jefferson County purchase order number, 4) description of product or material shipped, including item number, quantity, number of containers and package number, if applicable.

Bidder Information Form

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Name & Number: Term Contract for Inmate Shoes for Jefferson County, IFB 19-062/YS

Bidder's Company/Business Name: Bob Barker Company, Inc.

Bidder's TAX ID Number: 56-1558062

Contact Person: Ryan McNeill **Title:** Contract Specialist

Phone Number (with area code): (919) 346-2172

Alternate Phone Number if available (with area code): 800-334-9880

Fax Number (with area code): 800-322-7537

Email Address: RyanMcNeill@BobBarker.com

Mailing Address (Please provide a physical address for bid bond return, if applicable):

7925 Purfoy Rd.
Address

Fuquay Varina, NC 27526
City, State, Zip Code

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): _____, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Bob Barker Company, Inc.
Company Name

7925 Purfoy Rd.
Address

Fuquay Varina, NC 27526
City State Zip

Ryan McNeill
Signature of Person Authorized to Sign

Ryan McNeill
Printed Name

Contract Specialist
Title

For clarification of this offer, contact:

Ryan McNeill
Name

(919) 346-2172
Phone

fax **800-322-7537**
Fax

RyanMcNeill@bobbarker.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Inmate Shoes for Jefferson County Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. IFB 19-062/YS, Term Contract for Inmate Shoes for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Note to Bidders: Minimum Order Bids are NOT ACCEPTABLE.

Item	Unit	Description	Color	Size	Unit Price
1	Pair	Inmate Shoe	Orange	Small	$ 2.98
			Orange	Medium	$ 2.98
			Orange	Large	$ 2.98
			Orange	1 XL	$ 2.98
			Orange	2 XL	$ 2.98
			Orange	3 XL	$ 2.98

Acknowledgment of Addenda (if any): ☆ No Addendum

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

Vendor References

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: SEE ATTACHED REFERENCE SHEET

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

Bidder Shall Return Completed Form with Offer.

BobBarker®
7925 Purfoy Rd.
PO Box 429
Fuquay-Varina, NC 27526
(800) 334-9880
(800) 322-7537 fax

Customer References

(For overall product quality and service of Detention Supplies)

Wake County Sheriff's Department
PO Box 550
Raleigh, NC 27602
Kim Hake, Purchasing
(919) 856-5662
kimberly.hake@wakegov.com
Over 30 years of service to this facility

North Carolina Department of Corrections
200 Leagon Drive
Raleigh, NC 27603
Pam Ward, Purchasing
(919) 662-4367
pam.ward@doc.nc.us
Over 30 years of service to this facility

Allegheny County Jail
950 2nd Ave
Pittsburgh, PA 15219
Andrea Moore, Sergeant
(412) 350-2021
andrea.moore@alleghenycounty.us
Over 20 years of service to this facility

Hampden County Jail
627 Randall Rd
Ludlow, MA 01056
Dave Smith, Warehouse Supervisor
(413) 858-0898
dave.smith@sdh.state.ma.us
Over 20 years of service to this facility

Lexington County Jail
212 S Lake Dr
Lexington, SC 29072
Stephanie Floyd, Officer
sfloyd@lcsd.sc.gov
Over 20 years of service to this facility

Signature Page

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? ..... **Yes** ☐ **No** ☐

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

Bob Barker Company, Inc.	Ryan McNeill
Bidder (Entity Name)	Signature
7925 Purfoy Rd.	**Ryan McNeill**
Street & Mailing Address	Print Name
Fuquay Varina, NC 27526	12/9/19
City, State & Zip	Date Signed
800-334-9880	**800-322-7537**
Telephone Number	Fax Number
RyanMcNeill@bobbarker.com	
E-mail Address	

Bidder Shall Return Completed Form with Offer.

N/A

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Not Applicable

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

Ryan McNeill
Signature of vendor doing business with the governmental entity

12/9/19
Date

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

Not APPLICABLE

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☑ No

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .

☐ Yes	☑ No	1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
☐ Yes	☑ No	2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
☐ Yes	☑ No	3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?
☐ Yes	☑ No	4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?
☐ Yes	☑ No	5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
☑ Yes	☐ No	6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If "No" was selected, please explain and include any pertinent documentation with your bid.
If necessary, please use a separate sheet to answer the above questions.

Ryan McNeill
Printed Name of Authorized Representative

Ryan McNeill
Signature

Contract Specialist
Title

12/9/19
Date

Bidder Shall Return Completed Form with Offer.

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☑ No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: Bob Barker Company HUB: p Yes p(No)

Address: 7925 Purfoy Rd. Fuquay Varina, NC 27526
Street City State Zip

Phone (with area code): (919)346-2172 Fax (with area code): 800-322-7537

Project Title & No.: IFB 19-062/YS

Prime Contract Amount: $ —

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Ryan McNeill	Ryan McNeill	12/9/19
Printed Name of Contractor Representative	Signature of Representative	Date
N/A	N/A	N/A
Printed Name of HUB	Signature of Representative	Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☑ No

Prime Contractor: Bob Barker Company HUB: ☐ Yes ☑ No

HUB Status (Gender & Ethnicity): N/A

Address: 7925 Purfoy Rd., Fuquay Varina, NC 27526
Street City State Zip

Phone (with area code): (919)346-2172 Fax (with area code): 800-322-7537

Project Title & No.: IFB 19-062/YS IFB/RFP No.: _____

Total Contract: $ N/A Total HUB Subcontract(s): $ N/A

Construction HUB Goals: 12.8% MBE:: N/A % 12.6% WBE: N/A %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Texas Bldg & Procurement Comm. ☐ Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

N/A

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

All HUB Subcontractor Participation may be verified with the HUB Subcontractor(s) listed on Part I.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- ☐ All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☑ HUBs were unavailable for the following trade(s):
- ☑ Other: Bob Barker Company is the manufacturer of the items

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? ☐ Yes ☑ No

Please see attached letter for further explanation

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: N/A

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

N/A

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $_____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $_____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required.** I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

Contact person that will be in charge of invoicing for this project:

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that _____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

☑ I certify that Bob Barker Company [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Fuquay Varina, North Carolina (city and state).

Taxpayer Identification Number (T.I.N.):	56-1558062
Company Name submitting bid/proposal:	**Bob Barker Company, Inc.**
Mailing address:	7925 Purfoy Rd., Fuquay Varina, NC 27526
If you are an individual, list the names and addresses of any partnership of which you are a general partner: N/A	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**
	N/A

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder Shall Return Completed Form with Offer.

House Bill 89 Verification

I, Ryan McNeill, the undersigned representative of (company or business name) Bob Barker Company, Inc. (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Ryan McNeill
Signature of Company Representative

12/9/19
Date

On this 9th day of December, 2019, personally appeared

Ryan McNeill, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal: DARENE B. WATSON NOTARY PUBLIC HARNETT COUNTY, NC

Darene B Watson
Notary Signature Exp. 08/30/2023

December 9, 2019
Date

Bidder Shall Return Completed Form with Offer.

Senate Bill 252 Certification

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

Bob Barker Company, Inc.
Company Name

IFB 19-062/YS
IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF North Carolina COUNTY OF Wake

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____,

on this day personally appeared **Ryan McNeill** (name), who

after being by me duly sworn, did depose and say:

"I, **Ryan McNeill** (name) am a duly authorized officer of/agent

for **Bob Barker Company, Inc.** (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said **Bob Barker Company, Inc.** (name of firm).

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: **Bob Barker Company, Inc.**

7925 Purfoy Rd., Fuquay Varina, NC 27526

Fax: **800-322-7587** Telephone# **800-334-9880**

by: **Ryan McNeill** (print name) Title: Contract Specialist

Signature: Ryan McNeill

SUBSCRIBED AND SWORN to before me by the above-named **Ryan McNeill** on

this the 9th day of December, 2019.

Irene B. Watson

Notary Public in and for

the State of North Carolina

Expires 08/30/2023

IRENE B. WATSON NOTARY PUBLIC HARNETT COUNTY, NC

Bidder Shall Return Completed Form with Offer.

Minutes of Special Meeting of the Board of Directors for Bob Barker Company, Inc.

A Special Meeting of the board of directors of Bob Barker Company, Inc was held on November 12, 2019 at Bob Barker Company at 7925 Purfoy Road, Fuquay Varina, North Carolina. The Following directors were present and participated in the meeting:

Robert J Barker, Sr.	Patricia M. Barker
Robert J Barker, Jr.	Nancy B. Johns
John Kasberger	Dave Colburn
Gabe Clpau	George Snead

Robert J Barker, Sr., Chairman of the Board, chaired the meeting and Patricia M. Barker, Executive Vice President of the Corporation, acted as Secretary of the meeting. The chairman announced that a quorum of directors was present and that the meeting, having been duly convened, was ready to proceed with its business. The Secretary presented a waiver of notice of the meeting, signed by all of the directors and was directed to file the waiver of notice with the minutes of the meeting. After full discussion of the affairs of the company, the following resolution was introduced for consideration and adoption by the directors:

RESOLVED, that the Board of Directors hereby grants signatory authority to enter bids obligating the company in agreements to furnish products and services at agreed prices and conditions.

April Paszkiewicz

Betsy Copeland

Bettina Morgan

Dale Griffith

Erika Flynn

K. Nicole Myatt

Kathryn Malcolm

Melody Ballard

Robert J. Barker, Sr.

Robert J. Barker, Jr.

Ryan McNeill

Shannon Pilkington

Tabitha Hartley

Tabitha L. Poteat

Talia Hair

The resolution was unanimously approved. There being no further business before the meeting, on motion duly made, seconded and carried, it was adjourned.

Robert J Barker, Sr.
Chairman of the Board of Directors

Patricia M. Barker
Secretary of the Board of Directors

BobBarker®
Phone: 1-800-334-9880 • Fax: 1-800-322-7537 • www.bobbarker.com

Orange EVA Step-In

FEVST35-OR

ITEM #	FEVST35-OR-size	
COLOR	Orange (OR)	
DESCRIPTION	Strapless EVA Step-Ins	
SIZES	S-3XL	
CASE PACK	Selling UOM: PR, poly bag	Purchasing UOM: 12
MATERIAL(S)	100% Ethyl Vinyl Acetate (EVA) **Upper:** Ventilated openings throughout the vamp **Outsole:** Slip-resistant EVA, extra thick **Toe Bumper/Cap:** Extra thick	
CLEANING INSTRUCTIONS	1. Wash shoes in warm water (no higher than 110 degrees Fahrenheit) with a mild detergent. DO NOT use heavy cleaning agents or disinfectants, such as bleach. Chemicals will cause EVA to harden and crack. 2. Allow shoes to air dry. DO NOT put in clothing dryer or other type of dryer with high heat. High heat will cause EVA to lose pliability and shrink multiple sizes.	
CONSTRUCTION	Injection, 1 piece molded design	
PRIMARY COUNTRY OF ORIGIN	China	

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/31/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 2301 Sugar Bush Road, Suite 600 Raleigh NC 27612	CONTACT NAME: Rose Magee, CISR, CRIS PHONE (A/C, No, Ext): 919-719-9868 FAX (A/C, No): 919-719-9571 E-MAIL ADDRESS: rose.magee@Marshmma.com
INSURED BOBBA-2 Bob Barker Company Inc 7925 Purfoy Rd. Fuquay-Varina NC 27526	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Great Northern Insurance Company — 20303 INSURER B : Federal Insurance Company — 20281 INSURER C : Federal Insurance Company — 20281 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 743460642 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Stop Gap $1M X Per Proj/Per Loc GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT LOC OTHER:	Y		3595-17-36	12/31/2018	12/31/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ $1,000,000 $ $300,000 $ $10,000 $ $1,000,000 $ $2,000,000 $ $2,000,000 $ $1,000,000
C	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			73586869	12/31/2018	12/31/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ $0			78180244	12/31/2018	12/31/2019	EACH OCCURRENCE AGGREGATE	$ 15,000,000 $ 15,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		71745059	12/31/2018	12/31/2019	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
A	Property-			3595-17-36	12/31/2018	12/31/2019	Blanket Property	43,150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Jefferson County, TX is included as additional insured for General Liability as required by written contract

CERTIFICATE HOLDER

Jefferson County, TX
1149 Pearl Street 1st FL
Beaumont TX 77701-3638

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Bob Barker®
America's Leading Detention Supplier

December 9th, 2019

Jefferson County
Term Contract for Inmate Shoes for Jefferson County
IFB 19-062/YS
Due: December 11th, 2019

To Whom is May Concern:

My name is Ryan McNeill and I am the Contract Specialist for Texas here at the Bob Barker Company. First, I would like to thank you for allowing us the opportunity to bid on your business again this year. It has been a pleasure working with you on your current shoe contract over the past 5 years and we are hoping that we will be able to continue this relationship into the future.

I am writing this to respond to the SBE requirements sought after by Jefferson County for your Inmate Shoe bid. Bob Barker Company is a big advocate for using SBE/MBE/DBE/WBE vendors when it is advantageous to our customer and their needs. We work with different HUB vendors throughout the country and treasure out working relationships with each one. For this specific opportunity, however, Bob Barker does not believe that working with a HUB vendor will be beneficial to Jefferson County, its facilities, or its taxpayers. Bob Barker Company has been in business for 47 years supplying the correctional industry with any inmate and officer's needs. We not only sell detention supplies, but we also manufacturer a great deal of the items that we sell. For this opportunity, Bob Barker is the manufacturer for the shoes that we are bidding. We have two warehouses, one in Utah and one in North Carolina, fully stocked with these shoes in preparation for any Jefferson County purchases. With that being said, we do not see how working with a HUB vendor on this opportunity would provide any advantages for your county for several reasons :

- Instead of orders coming directly to Bob Barker to be processed, the orders would go to the SBE vendor, and then would have to be sent to us. We would hope that the SBE vendor would handle Jefferson County's orders with as much care and urgency as we do, however, that is not something that we can guarantee. Therefore, this could cause slower lead times with orders being entered, filled, and shipped in a timely manner.

- If issues should occur, these would also be sent to the SBE vendor, and would eventually make it to our company to be handled. The HUB vendor would not be able to handle any issues or answer any questions without first reaching out to Bob Barker Company to get the information needed. This, again, would cause issues to be handled at a slower rate than we prefer to handle them at for you when working directly with us.

- When working with a HUB vendor on opportunities, the customer is not getting the most aggressive pricing possible. When bidding directly, Bob Barker Company gives you the best and most aggressive pricing that we can offer. If we work with a HUB vendor for this opportunity, our aggressive pricing would go to them and then the SBE vendor would add on their own margin for the business. Bob Barker Company would have no input or transparency as to how much margin would be added by the vendor to our pricing, which means that we could not ensure that you would be getting a fair price for our items. The only was to get the most advantageous pricing for Jefferson County and its taxpayers, would be by working with Bob Barker Company direct.

All in all, as much as we are fully in support of utilizing HUB vendors when it is in the best interest of our customer, we do not see this being the best avenue to go down when bidding on Jefferson County's solicitation for a Term Contract for Inmate Shoes. Please feel free to reach out to us with any questions or any further information. We are happy to assist however we can. Thank you again for the opportunity and we look forward to working with Jefferson County more in the future.

BobBarker®
America's Leading Detention Supplier

December 9th, 2019

Sincerely,

Ryan McNeill

Ryan McNeill
Contract Specialist – Texas
Bob Barker Company, Inc.
(919)346-2172
RyanMcNeill@BobBarker.com

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2019-568437

Date Filed:
12/10/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Bob Barker Company, Inc.
Fuquay Varina, NC United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Jefferson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
IFB 19-062/YS
Term Contract for Inmate Shoes for Jefferson County

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Johns, Nancy	Cary, NC United States	X	
Barker Jr., Robert	Raleigh, NC United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Ryan McNeill, and my date of birth is 8/15/88.

My address is 7925 Purfoy Rd. (street), Fuquay Varina (city), NC (state), 27526 (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Wake County, State of NC, on the 9th day of December (month) 20 19 (year).

Ryan McNeill

Signature of authorized agent of contracting business entity
(Declarant)

ORIGIN ID:SOPA (919) 753-1657
ERIKA FLYNN

134 N MAIN STREET

FUQUAY-VARINA, NC 27526
UNITED STATES US

SHIP DATE: 10DEC19
ACTWGT: 3.00 LB
CAD: 110640779/INET4160

BILL SENDER

TO YEA-MEI SAUER
JEFFERSON COUNTY PURCHASING DEPT
1149 PEARL STREET
1ST FLOOR
BEAUMONT TX 77701
(919) 753-1657 REF:
INV:
PO: DEPT:

567 J2/18DDA05A2

FedEx Express

J192119091301uv

RECEIVED 08:05 AM DEC 11 2019

WED - 11 DEC 8:30A
FIRST OVERNIGHT

TRK# 0201 7772 0174 4938

77701
IAH

X1 BPTA

TX-US

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

November 12, 2019

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 19-062/YS, Term Contract for Inmate Shoes for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, https://www.co.jefferson.tx.us/Purchasing/ or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	**Term Contract for Inmate Shoes for Jefferson County**
BID NO:	**IFB 19-062/YS**
DUE DATE/TIME:	**11:00 AM CT, Wednesday, December 11, 2019**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701**

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us.

Jefferson County encourages Disadvantaged Business Enterprises to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – November 13, 2019 & November 20, 2019

IFB 19-062/YS
Term Contract for Inmate Shoes for Jefferson County
Bids due: 11:00 AM CT, Wednesday, December 11, 2019

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Bid Submissions:

Bidder is responsible for submitting:

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety.
- Two (2) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

Additionally, Bidder must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a response being declared as non-responsive.

https://www.co.jefferson.tx.us/Purchasing/

Instructions to Bidders

1. Bid Submission

Bids must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of box shall also include the Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Late bids will not be accepted and will be returned unopened to the bidder.

All bids submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

2. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgment call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

3. Courthouse Security

Bidders are advised that all visitors to the Courthouse must pass through Security. **Bidders planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal.** Mondays and Tuesdays are particularly heavy days. Bidders are strongly urged to plan accordingly.

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

The County requests that bid submissions NOT be bound by staples or glued spines.

If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.

The bid shall be legally signed and shall include the complete address of the bidder.

Jefferson County is exempt from Federal and State Sales Taxes, and such taxes shall not be included in bid prices.

5. Signatures

All bids, notifications, claims, and statements must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

6. County Holidays – 2019:

January 1	Tuesday	New Year's
January 21	Monday	Martin Luther King, Jr. Day
February 18	Monday	President's Day
April 19	Friday	Good Friday
May 27	Monday	Memorial Day
July 4	Thursday	Independence Day
September 2	Monday	Labor Day
November 11	Monday	Veteran's Day
November 28 & 29	Thursday & Friday	Thanksgiving
December 24 & 25	Tuesday & Wednesday	Christmas
January 1, 2020	Wednesday	New Year's

7. Rejection or Withdrawal

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

8. Emergency/Declared Disaster Requirements

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

9. Award

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected. Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting

specifications is not a awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

10. Contract

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

11. Waiver of Subrogation

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

12. Fiscal Funding

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

13. Bid Results

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page (http://co.jefferson.tx.us/ purchasing/main.htm) as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

14. Changes and Addenda to Bid Documents

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

15. Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

16. Delivery

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (<u>in writing on the included Bid Form</u>), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

17. Interpretation of Bid and/or Contract Documents

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

18. Currency

Prices calculated by the bidder shall be stated in U.S. dollars.

19. Pricing

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

20. Notice to Proceed/Purchase Order

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

21. Certification

By signing the offer section of the Offer and Acceptance page, bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.

22. Definitions

"County" – Jefferson County, Texas.

"Contractor" – The bidder whose proposal is accepted by Jefferson County.

23. Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

General Conditions of Bidding and Terms of Contract

By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

1. Bidding

1.1 Bids. All bids must be submitted on the bid form furnished in this package.

1.2 Authorized Signatures. The bid must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.

1.3 Late Bids. Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 Withdrawal of Bids Prior to Bid Opening. A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 Withdrawal of Bids after Bid Opening. Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 Bid Amounts. Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 Exceptions and/or Substitutions. All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.8 Alternates. The Invitation for Bid and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 Descriptions. Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 Bid Alterations. Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 Tax Exempt Status. Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 Quantities. Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose

intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.14 Silence of Specifications for Complete Units. All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

1.15 Addenda. Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

1.16 General Bid Bond/Surety Requirements. Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.17 General Insurance Requirements. Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.18 Responsiveness. A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 Responsible Standing of Bidder. To be considered for award, bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.20 Confidential/Proprietary Information

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder **must** clearly mark the applicable pages of Bidder's bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

1.21 Public Bid Opening. Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. Performance

2.1 Design, Strength, and Quality. Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

2.2 Age and Manufacture. All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 Delivery Location. All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 Delivery Schedule. Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 Delivery Charges. All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

2.6 Installation Charges. All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 Operating Instructions and Training. Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

2.8 Storage. Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 Compliance with Federal, State, County, and Local Laws. Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA. The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 Patents and Copyrights. The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 Samples, Demonstrations and Testing. At Jefferson County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

2.13 Acceptability. All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 Maintenance. Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

2.15 Material Safety Data Sheets. Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 Evaluation. Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves to right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

3.1 Purchase Orders. A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

3.2 Invoices. All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all Invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

3.3 Prompt Payment. In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the County of the merchandise ordered and of a valid invoice. Successful bidder(s) is required to pay subcontractors within ten (10) days after the successful bidder receives payment from the County.

3.4 Funding. Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. Contract

4.1 Contract Definition. The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful bidder and Jefferson County.

4.2 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and, upon agreement between vendor(s) and Jefferson County, may be renewed annually for up to four (4) additional years.

4.3 Change Order. No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.4 Price Re-determination. A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

4.5 Termination. Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

4.6 Conflict of Interest. Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

4.7 Injuries or Damages Resulting from Negligence. Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

4.8 Interest by Public Officials. No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.9 Warranty. The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

4.10 Uniform Commercial Code. The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

4.11 Venue. This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

4.12 Sale, Assignment, or Transfer of Contract. The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

4.13 Silence of Specifications. The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

5. Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)

(1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.

(2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a

subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of $100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (I) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (I) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (I) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding $100,000.

H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;
(b) Meeting contract performance requirements; or
(c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products/htm.

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

N. SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply will all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall ensure that required parts of the bid are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Bidder is responsible for submitting one (1) *original* bid copy to include a completed copy of this specifications packet in its entirety; and two (2) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

All bids shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED BID." The outside of the envelope or box shall also include: Bid Number, Bid Name, Bid Due Date, Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

2. Vendor Registration: SAM (System for Award Management).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

Bidders are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Bid Submission.

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

FORM 1295 Exemptions: What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission) – CONTINUED

Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.
Vendors must enter the required information on Form 1295, and print a copy of the completed form.
The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

4. Multiple Vendor Award

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

5. Delivery

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County.

6. Payment

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

Invoices shall be submitted to: Jefferson County Auditing Department, Attention: Accounts Payable, 1149 Pearl Street, 7th floor, Beaumont, TX 77701.

7. Usage Reports

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

8. Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	$1,000,000
Excess Liability	$1,000,000

Property Insurance (policy below that is applicable to this project):
Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation	Statutory Coverage (See Section Below)

9. Workers' Compensation Insurance

9.1 Definitions:

9.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

9.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

9.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.

9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.

9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us, regarding any questions or comments. Please reference bid number IFB 19-062/YS.

Scope

The intent of this bid is to establish an annual contract for the purchase of inmate shoes for use by the Jefferson County Correctional Facility.

Quantity of Inmate Shoes Ordered

2018

Size	Quantity
Small	120 pair
Medium	240 pair
Large	360 pair
X-Large	360 pair

2019

Size	Quantity
Small	120 pair
Medium	480 pair
Large	720 pair
X-Large	720 pair

Technical Specifications

All shoes must be new, unused, clean, first quality only (no irregulars or seconds will be accepted), and ready for immediate use, with no defects.

Contractor shall furnish all labor, personnel, service, supervision, freight, transportation, inside delivery and pick-up, materials, tools, supplies, and equipment necessary to perform the service and provide the product as requested.

Inmate Shoe Specifications:

Style: "Step-in" style

Color: Orange

Material: 100% medium-soft EVA (ethyl vinyl acetate); Antibacterial material.

Construction: One piece molding; 055 to 0.77 lbs per pair – lightweight to prevent use as a weapon. Material recyclable.

Venting: Multiple ventilation holes in toebox.

Insole: Ridges on surface to help hold the foot in place.

Outsole: Defined outsole ridges to offer surface gripping and traction. Outsole is to be water resistant and non-marking. Slip resistant.

Sizes: Must be available in Sizes (S – 3XL). Size must be clearly labeled on both the heel of the shoe and the outsole of the shoe.

Cleaning: Shoes may be washed (with warm water and soap).

Packaging: Shipments must be packaged by the same size per package/box, with each pair individually wrapped.

Prices

This will be a firm fixed price contract. At the time of annual renewal, Vendor may request price increases based on documented manufacturers' increase.

Shipping/Handling

Contractor will be responsible for payment of all charges associated with the inside delivery, pick-up, transport, shipping and handling of all garments, products, supplies and materials ordered from this solicitation request. Deliveries will be F.O.B. Jefferson County at the destination indicated on each Purchase Order. Contractor shall retain title and control of all goods until they are delivered to designated sites and contract coverage has been completed. Jefferson County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

Minimum Orders

There are no minimum order requirements associated with this contract. Purchase orders for inmate clothing and supplies will be released to successful bidder(s) as required. Occasional small deliveries will be required, and the **successful bidder(s) shall be responsible for prompt delivery of any purchase. MINIMUM ORDER BIDS ARE NOT ACCEPTABLE.**

Quantities

The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the bid proposal are the best estimates. Quantities ordered may be increased or decreased as deemed necessary during the term of the contract.

Evaluation of Alternate Products

If an alternate product is offered, a catalog cut of that item shall be provided with your bid so that item can be evaluated as "or equal." Contractor must provide a sample at no cost to Jefferson County for evaluation purposes, upon request by the Jefferson County Purchasing Department.

Product Substitution

All products delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal.

Product Discontinuance

In the event a product and/or model is discontinued by the manufacturer, Jefferson County at its sole discretion may allow the awarded vendor to provide a substitute for the discontinued item. The awarded vendor shall request permission to substitute a new product and provide the following:

- Documentation from the manufacturer that the product or model has been discontinued.
- Documentation that names the replacement product or model.
- Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- Documentation confirming that the price for the replacement is the same or less than the discontinued product or model.

Random Sampling

Products may be tested on a random basis throughout the contract period for compliance with bid specifications. Defective or non-compliant products shipped to Jefferson County will be

returned to the awarded vendor. The awarded vendor will be responsible for handling, transportation, and pick-up of the defective or non-compliant products at there own expense. Awarded vendor will be required to ship at their own expense replacement products should such defects arise. In the event the awarded vendor is unable to provide the replacement products within the time frame specified by Jefferson County, the County reserves the right to purchase the requested products off contract and charge the awarded vendor the difference in cost from the contract amount and off contract purchase price.

Ordering Procedure

All orders require a valid Jefferson County Purchase Order Number prior to processing any request.

Delivery Time Period

All items shall be delivered within 30-45 calendar days unless otherwise specified. **Unless otherwise stated by the ordering department all shipments shall be made directly to the Jefferson County Correctional Facility. It shall be the bidder's responsibility to meet the County's delivery requirements, even if the bidder finds it necessary to purchase on the open market or incur additional freight costs. Jefferson County reserves the right to obtain items specified in this solicitation request on the open market in the event the bidder fails to make delivery in the time schedule specified and price differential will be charged against the awarded bidder.**

Shipping Documents

A packing list or other suitable shipping document shall accompany each shipment and shall show the 1) the name and address of Contractor, 2) name and address of the requesting department, 3) Jefferson County purchase order number, 4) description of product or material shipped, including item number, quantity, number of containers and package number, if applicable.

Bidder Information Form

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Name & Number: Term Contract for Inmate Shoes for Jefferson County, IFB 19-062/YS

Bidder's Company/Business Name: Charm-Tex

Bidder's TAX ID Number: 11-2582405

Contact Person: Stan Danzger **Title:** VP of Sales

Phone Number (with area code): 718-252-8100

Alternate Phone Number if available (with area code): 800-221-3447

Fax Number (with area code): 718-258-8303

Email Address: Stan@charm-tex.com

Mailing Address (Please provide a physical address for bid bond return, if applicable):

1618 Coney Island Ave
Address
Brooklyn NY 11230
City, State, Zip Code

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): 0 , _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Charm-Tex
Company Name

1618 Coney Island Ave
Address

Brooklyn NY 11230
City State Zip

Signature of Person Authorized to Sign

Stan Danzger
Printed Name

VP of Sales
Title

For clarification of this offer, contact:

Stan Danzger
Name

718-252-8100 718-258-8303
Phone Fax

Stan@Charm-tex.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Inmate Shoes for Jefferson County Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. IFB 19-062/YS, Term Contract for Inmate Shoes for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Note to Bidders: Minimum Order Bids are NOT ACCEPTABLE.

Item	Unit	Description	Color	Size	Unit Price
1	Pair	Inmate Shoe	Orange	Small	$ 3.72
			Orange	Medium	$ 3.72
			Orange	Large	$ 3.72
			Orange	1 XL	$ 3.72
			Orange	2 XL	$ 3.72
			Orange	3 XL	$ 3.72

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____ POP6

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

Vendor References

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: See Reference List attached

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

Bidder Shall Return Completed Form with Offer.

Christian County Jail
410 W. 7th Street, Hopkinsville KY 42240
Contact Name: Captain Davy Burd
Phone: 270-887-4152
Email: davy.burd@ccjail.org

San Francisco Sheriff
850 Bryant Street, San Francisco CA 94103
Contact Name: Chong Low
Phone: 415-553-1056
Email: szu.low@sfgov.org

Alachua County Jail
3333 NE 39th Ave, Gainesville FL 32609
Contact Name: Kris Allfrey
Phone: 352-491-4560
Email: kallfrey@acso.us

Madison County Jail
815 Wheeler Ave, Huntsville AL 35801
Contact Name: Paul Ferguson
Phone: 256-519-4824
Email: pferguson@co.madison.al.us

City & County of Denver
Contact Name: Angel Ortiz
10500 E. Smith Road, Denver CO 80239
Phone: 720-913-4128
Email: angel.ortiz@denvergov.org

Company Name: St. Louis City Justice Center
Address: 200 South Tucker Blvd., St. Louis MO 63102
Contact: Janice Evans
Phone: 314-621-5848
Email: Evansja@stlouis-mo.gov

Signature Page

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? ..... **Yes** ☑ **No** ☐

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

Charm-Tex Bidder (Entity Name)	 Signature
1018 Coney Island Ave Street & Mailing Address	Stan Danzger Print Name
Brooklyn NY 11230 City, State & Zip	11/26/19 Date Signed
718-252-8100 Telephone Number	718-258-8303 Fax Number
Stan@Charm-tex.com E-mail Address	

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

NONE

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

Signature of vendor doing business with the governmental entity

11/26/19

Date

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☑ No

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .

☑ Yes ☐ No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?

☐ Yes ☑ No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?

☐ Yes ☑ No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?

☐ Yes ☑ No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?

☐ Yes ☑ No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?

☑ Yes ☐ No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.** The goods on this contract are directly made by our company and not by subcontractors.

If "No" was selected, please explain and include any pertinent documentation with your bid.
If necessary, please use a separate sheet to answer the above questions.

Stan Danzger
Printed Name of Authorized Representative

Signature

VP of Sales
Title

11/26/19
Date

Bidder Shall Return Completed Form with Offer.

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☑ No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Stan Danzger		11/26/19
Printed Name of Contractor Representative	Signature of Representative	Date
None		
Printed Name of HUB	Signature of Representative	Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☑ No

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: $ _____ Total HUB Subcontract(s): $ _____

Construction HUB Goals: 12.8% MBE:: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Texas Bldg & Procurement Comm. ☐ Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $_____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $_____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

All HUB Subcontractor Participation may be verified with the HUB Subcontractor(s) listed on Part I.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- ☐ All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☑ Other: We dont subcontract - we manufacture all items ourselves!

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? ☐ Yes ☐ No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): Stan Danzger

Title: VP of Sales

Signature: [signature]

Date: 11/26/19

E-mail address: Stan@Charm-tex.com

Contact person that will be in charge of invoicing for this project:

Name (print or type): Carya Schumer

Title: Accounts Rep

Date: 11/26/19

E-mail address: Carya@Charm-tex.com

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that _____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

☑ I certify that Charm-Tex [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Brooklyn NY (city and state).

Taxpayer Identification Number (T.I.N.):	11-2582405
Company Name submitting bid/proposal:	Charm-Tex
Mailing address:	1618 Coney Island Ave Brooklyn NY 11230
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**
NONE	

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder Shall Return Completed Form with Offer.

House Bill 89 Verification

I, Stan Danzger, the undersigned representative of (company or business name) Charm-Tex (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Signature of Company Representative

11/26/19
Date

On this 26 day of November, 2019, personally appeared

Stan Danzger, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

SHMUEL DANZGER
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01DA6370248
Qualified in Kings County
Commission Expires January 29, 2022

Shmuel Danzger
Notary Signature

11/26/19
Date

Bidder Shall Return Completed Form with Offer.

Senate Bill 252 Certification

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

Charm-Tex
Company Name

19-062/YS
IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF NY COUNTY OF Kings

BEFORE ME, the undersigned authority, a Notary Public in and for the State of NY,

on this day personally appeared Stan Danzger (name), who

after being by me duly sworn, did depose and say:

"I, Stan Danzger (name) am a duly authorized officer of/agent

for CHARM-TEX (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said CHARM-TEX (name of firm).

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: CHARM-TEX

1618 Coney Island Ave. Brooklyn, NY 11230

Fax: 718-258-8303 Telephone# 718-252-8100

by: Stan Danzger (print name) Title: VP of Sales

Signature:

SUBSCRIBED AND SWORN to before me by the above-named

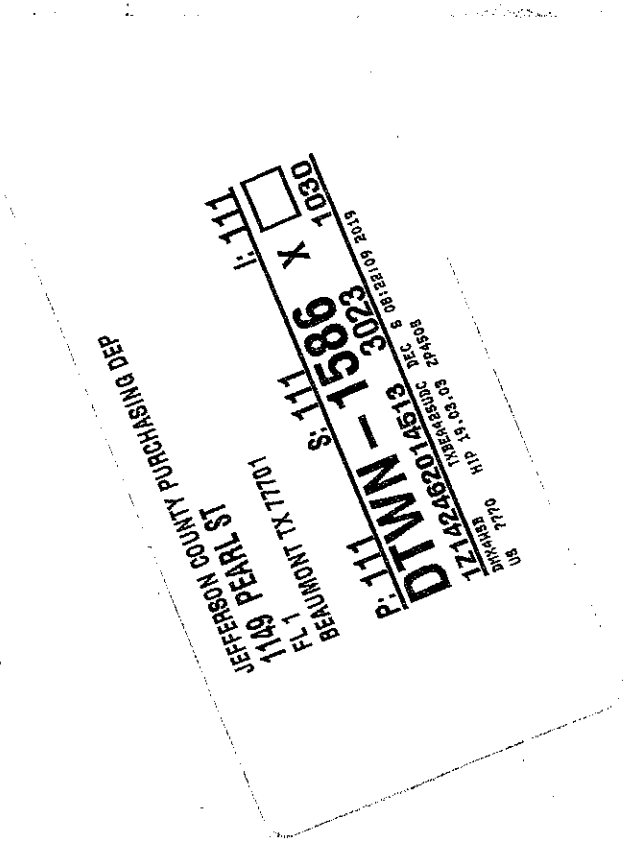
Stan Danzger on

this the 26 day of November, 2019.

SHMUEL DANZGER
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01DA6370248
Qualified in Kings County
Commission Expires January 29, 2022

Shmuel Danzger
Notary Public in and for
the State of NY

Bidder Shall Return Completed Form with Offer.



BEN
(718) 252-8100
CHARM-TEX
1618 CONEY ISLAND AVE
BROOKLYN NY 11230-4753

LTR 1 OF 1

SHIP TO:
JEFFERSON COUNTY PURCHASING DEPT
DUE: 12/11/19 @ 11:00 AM
IFB 19-062/YS INMATE SHOES
1149 PEARL STREET. 1ST FLOOR
BEAUMONT TX 77701

10:13 ypaul 12/6/2019 received

TX 777 0-01

UPS NEXT DAY AIR **1**

TRACKING #: 1Z 142 462 01 4513 3023

BILLING: P/P

WS 21.0.23 ZDesigner TLP 20 0A 10/2019

SEE NOTICE ON REVERSE regarding UPS Terms, and notice of limitation of liability. Where allowed by law, shipper authorizes UPS to act as forwarding agent for export control and customs purposes. If exported from the US, shipper certifies that the commodities, technology or software were exported from the US in accordance with the Export Administration Regulations. Diversion contrary to law is prohibited.

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

November 12, 2019

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 19-062/YS, Term Contract for Inmate Shoes for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, https://www.co.jefferson.tx.us/Purchasing/ or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	**Term Contract for Inmate Shoes for Jefferson County**
BID NO:	**IFB 19-062/YS**
DUE DATE/TIME:	**11:00 AM CT, Wednesday, December 11, 2019**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701**

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us.

Jefferson County encourages Disadvantaged Business Enterprises to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – November 13, 2019 & November 20, 2019

ICS JAIL SUPPLIES, INC.
P.O. Box 21056
Waco, TX 76702-1056
Phone: 800-524-5427 Fax: 254-751-0299
www.icswaco.com
blds@icswaco.com
FEID # 27-1494351
GSA Contract # GS 07F-0552U
BuyBoard Contract Holder

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IFB 19-062/YS
Term Contract for Inmate Shoes for Jefferson County
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Bid Submissions:

Bidder is responsible for submitting:

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety.
- Two (2) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

Additionally, Bidder must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a response being declared as non-responsive.

https://www.co.jefferson.tx.us/Purchasing/

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Instructions to Bidders

1. Bid Submission

Bids must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of box shall also include the Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Late bids will not be accepted and will be returned unopened to the bidder.

All bids submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

2. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgment call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

3. Courthouse Security

Bidders are advised that all visitors to the Courthouse must pass through Security. **Bidders planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal.** Mondays and Tuesdays are particularly heavy days. Bidders are strongly urged to plan accordingly.

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

The County requests that bid submissions NOT be bound by staples or glued spines.

If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.

The bid shall be legally signed and shall include the complete address of the bidder.

Jefferson County is exempt from Federal and State Sales Taxes, and such taxes shall not be included in bid prices.

5. Signatures

All bids, notifications, claims, and statements must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

6. **County Holidays – 2019:**

January 1	Tuesday	New Year's
January 21	Monday	Martin Luther King, Jr. Day
February 18	Monday	President's Day
April 19	Friday	Good Friday
May 27	Monday	Memorial Day
July 4	Thursday	Independence Day
September 2	Monday	Labor Day
November 11	Monday	Veteran's Day
November 28 & 29	Thursday & Friday	Thanksgiving
December 24 & 25	Tuesday & Wednesday	Christmas
January 1, 2020	Wednesday	New Year's

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7. **Rejection or Withdrawal**

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

8. **Emergency/Declared Disaster Requirements**

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

9. **Award**

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected. Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting

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specifications is not a awarded a contract, Offeror may appear before the Commissioners Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

10. Contract

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

11. Waiver of Subrogation

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

12. Fiscal Funding

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

13. Bid Results

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page (http://co.jefferson.tx.us/ purchasing/main.htm) as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

14. Changes and Addenda to Bid Documents

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

15. Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

16. Delivery

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

17. Interpretation of Bid and/or Contract Documents

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

18. Currency

Prices calculated by the bidder shall be stated in U.S. dollars.

19. Pricing

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

20. Notice to Proceed/Purchase Order

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

21. Certification

By signing the offer section of the Offer and Acceptance page, bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.

22. Definitions

"County" – Jefferson County, Texas.

"Contractor" – The bidder whose proposal is accepted by Jefferson County.

23. Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

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General Conditions of Bidding and Terms of Contract

By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

1. Bidding

1.1 Bids. All bids must be submitted on the bid form furnished in this package.

1.2 Authorized Signatures. The bid must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.

1.3 Late Bids. Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 Withdrawal of Bids Prior to Bid Opening. A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 Withdrawal of Bids after Bid Opening. Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 Bid Amounts. Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 Exceptions and/or Substitutions. All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.8 Alternates. The Invitation for Bid and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 Descriptions. Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 Bid Alterations. Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 Tax Exempt Status. Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 Quantities. Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose

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intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.14 Silence of Specifications for Complete Units. All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

1.15 Addenda. Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

1.16 General Bid Bond/Surety Requirements. Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.17 General Insurance Requirements. Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.18 Responsiveness. A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 Responsible Standing of Bidder. To be considered for award, bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.20 Confidential/Proprietary Information

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder **must** clearly mark the applicable pages of Bidder's bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

1.21 Public Bid Opening. Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. Performance

2.1 Design, Strength, and Quality. Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

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FEIN # 27-1494435
GSA Contract # GS 07F-0552U
BuyBoard Contract Holder

2.2 Age and Manufacture. All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 Delivery Location. All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 Delivery Schedule. Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 Delivery Charges. All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

2.6 Installation Charges. All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 Operating Instructions and Training. Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

2.8 Storage. Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 Compliance with Federal, State, County, and Local Laws. Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA. The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 Patents and Copyrights. The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 Samples, Demonstrations and Testing. At Jefferson County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

2.13 Acceptability. All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 Maintenance. Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

ICS JAIL SUPPLIES, INC.
P.O. Box 21056
Waco, TX 76702-1056
Phone: 800-524-5427 Fax: 254-751-0299
www.icswaco.com
bids@icswaco.com
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2.15 Material Safety Data Sheets. Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 Evaluation. Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves to right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

3.1 Purchase Orders. A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

3.2 Invoices. All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

3.3 Prompt Payment. In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the County of the merchandise ordered and of a valid invoice. Successful bidder(s) is required to pay subcontractors within ten (10) days after the successful bidder receives payment from the County.

3.4 Funding. Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. Contract

4.1 Contract Definition. The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful bidder and Jefferson County.

4.2 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and, upon agreement between vendor(s) and Jefferson County, may be renewed annually for up to four (4) additional years.

4.3 Change Order. No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.4 Price Re-determination. A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

ICS JAIL SUPPLIES, INC.
P.O. Box 21056
Waco, TX 76702-1056
Phone 800-521-5437 Fax 254-751-0299
www.icswaco.com
bids@icswaco.com
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4.5 Termination. Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

4.6 Conflict of Interest. Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

4.7 Injuries or Damages Resulting from Negligence. Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

4.8 Interest by Public Officials. No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.9 Warranty. The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

4.10 Uniform Commercial Code. The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

4.11 Venue. This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

4.12 Sale, Assignment, or Transfer of Contract. The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

4.13 Silence of Specifications. The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

5. Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)

(1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.

(2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)

ICS JAIL SUPPLIES, INC.
P.O. Box 21056
Waco, TX 76702-1056
Phone: 800-874-5247 Fax: 254-799-0299
Web Site: www.icsjailsupplies.com
FEIN #: 27-1043451
GSA Contract #: GS-07F-0552U
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Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a

ICS JAIL SUPPLIES, INC.
P.O. Box 21056
Waco, TX 76702-1056
Phone: 800-524-5427 Fax: 254-761-9299
www.jcswaco.com
bids@jcswaco.com
FEID # 27-1494351
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subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of $100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (I) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (I) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (I) of this section.

ICS JAIL SUPPLIES, INC.
P.O. Box 21056
Waco, TX 76702-1056
Phone: 800-524-6427 Fax: 254-751-0299
jail@icsupplies.com
FEID # 27-1494351
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(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding $100,000.

H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ICS JAIL SUPPLIES, INC.
P.O. Box 21056
Waco, TX 76702-1056
Phone: 800-524-5427 Fax: 254-751-0299
www.icswaco.com
[illegible]@icswaco.com
FEID # 27-1494351
GSA Contract # GS-07F-0552A
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J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;
(b) Meeting contract performance requirements; or
(c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products/htm.

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

N. SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply will all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

ICS JAIL SUPPLIES, INC.
P.O. Box 21056
Waco, TX 76702-1056
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Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall ensure that required parts of the bid are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Bidder is responsible for submitting one (1) *original* bid copy to include a completed copy of this specifications packet in its entirety; and two (2) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

All bids shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED BID." The outside of the envelope or box shall also include: Bid Number, Bid Name, Bid Due Date, Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

2. Vendor Registration: SAM (System for Award Management).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

Bidders are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Bid Submission.

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

FORM 1295 Exemptions: What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

ICS JAIL SUPPLIES, INC.
P.O. Box 21056
Waco, TX 76702-1056
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3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission) - CONTINUED

Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.
Vendors must enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

4. Multiple Vendor Award

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

5. Delivery

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County.

6. Payment

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

Invoices shall be submitted to: Jefferson County Auditing Department, Attention: Accounts Payable, 1149 Pearl Street, 7th floor, Beaumont, TX 77701.

7. Usage Reports

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

8. Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	$1,000,000
Excess Liability	$1,000,000

Property Insurance (policy below that is applicable to this project):

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section Below)

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9. Workers' Compensation Insurance

9.1 Definitions:

9.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

9.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

9.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.

9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.

9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

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Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us, regarding any questions or comments. Please reference bid number IFB 19-062/YS.

Scope

The intent of this bid is to establish an annual contract for the purchase of inmate shoes for use by the Jefferson County Correctional Facility.

Quantity of Inmate Shoes Ordered

2018

Size	Quantity
Small	120 pair
Medium	240 pair
Large	360 pair
X-Large	360 pair

2019

Size	Quantity
Small	120 pair
Medium	480 pair
Large	720 pair
X-Large	720 pair

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Technical Specifications

All shoes must be new, unused, clean, first quality only (no irregulars or seconds will be accepted), and ready for immediate use, with no defects.

Contractor shall furnish all labor, personnel, service, supervision, freight, transportation, inside delivery and pick-up, materials, tools, supplies, and equipment necessary to perform the service and provide the product as requested.

Inmate Shoe Specifications:

Style: "Step-in" style

Color: Orange

Material: 100% medium-soft EVA (ethyl vinyl acetate); Antibacterial material.

Construction: One piece molding; 055 to 0.77 lbs per pair – lightweight to prevent use as a weapon. Material recyclable.

Venting: Multiple ventilation holes in toebox.

Insole: Ridges on surface to help hold the foot in place.

Outsole: Defined outsole ridges to offer surface gripping and traction. Outsole is to be water resistant and non-marking. Slip resistant.

Sizes: Must be available in Sizes (S – 3XL). Size must be clearly labeled on both the heel of the shoe and the outsole of the shoe.

Cleaning: Shoes may be washed (with warm water and soap).

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Packaging: Shipments must be packaged by the same size per package/box, with each pair individually wrapped.

Prices

This will be a firm fixed price contract. At the time of annual renewal, Vendor may request price increases based on documented manufacturers' increase.

Shipping/Handling

Contractor will be responsible for payment of all charges associated with the inside delivery, pick-up, transport, shipping and handling of all garments, products, supplies and materials ordered from this solicitation request. Deliveries will be F.O.B. Jefferson County at the destination indicated on each Purchase Order. Contractor shall retain title and control of all goods until they are delivered to designated sites and contract coverage has been completed. Jefferson County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

Minimum Orders

There are no minimum order requirements associated with this contract. Purchase orders for inmate clothing and supplies will be released to successful bidder(s) as required. Occasional small deliveries will be required, and the **successful bidder(s) shall be responsible for prompt delivery of any purchase. MINIMUM ORDER BIDS ARE NOT ACCEPTABLE.**

Quantities

The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the bid proposal are the best estimates. Quantities ordered may be increased or decreased as deemed necessary during the term of the contract.

Evaluation of Alternate Products

If an alternate product is offered, a catalog cut of that item shall be provided with your bid so that item can be evaluated as "or equal." Contractor must provide a sample at no cost to Jefferson County for evaluation purposes, upon request by the Jefferson County Purchasing Department.

Product Substitution

All products delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal.

Product Discontinuance

In the event a product and/or model is discontinued by the manufacturer, Jefferson County at its sole discretion may allow the awarded vendor to provide a substitute for the discontinued item. The awarded vendor shall request permission to substitute a new product and provide the following:

- Documentation from the manufacturer that the product or model has been discontinued.
- Documentation that names the replacement product or model.
- Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- Documentation confirming that the price for the replacement is the same or less than the discontinued product or model.

Random Sampling

Products may be tested on a random basis throughout the contract period for compliance with bid specifications. Defective or non-compliant products shipped to Jefferson County will be

returned to the awarded vendor. The awarded vendor will be responsible for handling, transportation, and pick-up of the defective or non-compliant products at there own expense. Awarded vendor will be required to ship at their own expense replacement products should such defects arise. In the event the awarded vendor is unable to provide the replacement products within the time frame specified by Jefferson County, the County reserves the right to purchase the requested products off contract and charge the awarded vendor the difference in cost from the contract amount and off contract purchase price.

Ordering Procedure

All orders require a valid Jefferson County Purchase Order Number prior to processing any request.

Delivery Time Period

All items shall be delivered within 30-45 calendar days unless otherwise specified. **Unless otherwise stated by the ordering department all shipments shall be made directly to the Jefferson County Correctional Facility. It shall be the bidder's responsibility to meet the County's delivery requirements, even if the bidder finds it necessary to purchase on the open market or incur additional freight costs. Jefferson County reserves the right to obtain items specified in this solicitation request on the open market in the event the bidder fails to make delivery in the time schedule specified and price differential will be charged against the awarded bidder.**

Shipping Documents

A packing list or other suitable shipping document shall accompany each shipment and shall show the 1) the name and address of Contractor, 2) name and address of the requesting department, 3) Jefferson County purchase order number, 4) description of product or material shipped, including item number, quantity, number of containers and package number, if applicable.

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Bidder Information Form

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Name & Number: Term Contract for Inmate Shoes for Jefferson County, IFB 19-062/YS

Bidder's Company/Business Name: ICS Jail Supplies, inc.

Bidder's TAX ID Number: 27-1494351

Contact Person: Lacy Key **Title:** Bid/Contract Manager

Phone Number (with area code): 800-524-5427

Alternate Phone Number if available (with area code): 254-751-1561o

Fax Number (with area code): 254-751-0299

Email Address: Bids@icswaco.com

Mailing Address (Please provide a physical address for bid bond return, if applicable):

Po Box 21056
Address

Waco, TX 76702
City, State, Zip Code

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P.O. Box 21056
Waco, TX 76702-1056
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OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): _____, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

ICS Jail Supplies, Inc
Company Name

Po Box 21056
Address

Waco TX 76702
City State Zip

Signature of Person Authorized to Sign

Jim Bogan III
Printed Name

Vice President
Title

For clarification of this offer, contact:

Lacy Key
Name

800-524-5427 254-751-0299
Phone Fax

Bids@icswaco.com
E-mail

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Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Inmate Shoes for Jefferson County Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. IFB 19-062/YS, Term Contract for Inmate Shoes for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

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Bidder Shall Return Completed Form with Offer.

Bid Form

Note to Bidders: Minimum Order Bids are NOT ACCEPTABLE.

Item	Unit	Description	Color	Size	Unit Price
1	Pair	Inmate Shoe	Orange	Small	$ 6.25
			Orange	Medium	$ 6.25
			Orange	Large	$ 6.25
			Orange	1 XL	$ 6.25
			Orange	2 XL	$ 6.25
			Orange	3 XL	$ 6.25

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Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

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Vendor References

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: Bexar County
Address: 212 Stumberg Ste 100 - San Antonio, Tx 78205
Contact Person and Title: Mario Garza
Phone: 210-335-1076 Fax: 210-335-2219
Email Address: mgarza@bexar.org Contract Period: 20+ years
Scope of Work: Inmate Supplies

REFERENCE TWO

Government/Company Name: McLennan County
Address: 3201 East Hwy 6 - Waco, Tx 76705
Contact Person and Title: Greg Woodard
Phone: 254-757.2555 Fax: 254-755-6731
Email Address: greg.woodard@co.mclennan.tx.us Contract Period: 30+ years
Scope of Work: Inmate Supplies

REFERENCE THREE

Government/Company Name: Dallas County
Address: 900 Jackson St 6th Floor - Dallas, Tx 75202
Contact Person and Title: Tiffany Dales
Phone: 214-653-7763 Fax: 214-653-7449
Email Address: tiffany.dales@dallascounty.org Contract Period: 30+ years
Scope of Work: Inmate Supplies

Bidder Shall Return Completed Form with Offer.

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Signature Page

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? ..... **Yes** ☑ **No** ☐

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

ICS Jail Supplies, Inc
Bidder (Entity Name)

PO Box 21056
Street & Mailing Address

Waco, TX 76702
City, State & Zip

800-524-5427
Telephone Number

Bids@icswaco.com
E-mail Address

Signature

Jm Bogan III
Print Name

12-5-19
Date Signed

254-751-0299
Fax Number

Bidder Shall Return Completed Form with Offer.

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Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

ICS Jail Supplies, INC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

Signature of vendor doing business with the governmental entity

12.5.19
Date

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

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Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

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Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☑ No

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .

☐ Yes ☑ No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?

☐ Yes ☑ No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?

☐ Yes ☑ No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?

☐ Yes ☑ No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?

☐ Yes ☑ No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?

☐ Yes ☑ No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If "No" was selected, please explain and include any pertinent documentation with your bid.
If necessary, please use a separate sheet to answer the above questions.

Jim Bogan III
Printed Name of Authorized Representative

Signature

Vice President
Title

12-5-19
Date

Bidder Shall Return Completed Form with Offer.

ICS JAIL SUPPLIES, INC.
P.O. Box 21056
Waco, TX 76702-1056
Phone: 800-524-5427 Fax: 254-751-0299
www.icswaco.com
bids@icswaco.com
FEID # 27-1494351
GSA Contract # GS 07F-0552U
BuyBoard Contract Holder

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☐ No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative	Signature of Representative	Date

Printed Name of HUB	Signature of Representative	Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Bidder Shall Return Completed Form with Offer.

ICS JAIL SUPPLIES, INC.
P.O. Box 21056
Waco, TX 76702-1056
Phone: 800-524-5427 Fax: 254-751-0299
www.icswaco.com
bids@icswaco.com
FEID # 27-1494351
GSA Contract # GS-07F-0552U
BuyBoard Contract Holder

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☐ No

Prime Contractor: _____ HUB: ☑ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: $ _____ Total HUB Subcontract(s): $ _____

Construction HUB Goals: 12.8% MBE:: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Texas Bldg & Procurement Comm. ☐ Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

ICS JAIL SUPPLIES, INC.
P.O. Box 21056
Waco, TX 76702-1056
Phone: 800-524-5427 Fax: 254-751-0299
www.icswaco.com
bids@icswaco.com
FEID # 27-1494351
GSA Contract # GS 07F-0552U
BuyBoard Contract Holder

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

All HUB Subcontractor Participation may be verified with the HUB Subcontractor(s) listed on Part I.

Bidder Shall Return Completed Form with Offer.

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P.O. Box 21056
Waco, TX 76702-1056
Phone: 800-524-5427 Fax: 254-751-0299
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bids@icswaco.com
FEID # 27-1494351
GSA Contract # GS-07F-0552U
BuyBoard Contract Holder

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- ☐ All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☑ Other: Stocks all product in local warehouse

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? ☐ Yes ☑ No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

ICS JAIL SUPPLIES, INC.
P.O. Box 21056
Waco, TX 76702-1056
Phone: 800-524-5427 Fax: 254-751-0299
www.icswaco.com
bids@icswaco.com
FEID # 27-1494351
GSA Contract # GS 07F-0552U
BuyBoard Contract Holder

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ N/A Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required.** I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): JM Boggan III

Title: Vice President

Signature: _____

Date: 12-5-19

E-mail address: Bids@icswaco.com

Contact person that will be in charge of invoicing for this project:

Name (print or type): Stephanie Barker

Title: Accounts Receivable

Date: 12-5-19

E-mail address: AR@icswaco.com

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☑ I certify that ICS Jail Supplies, Inc [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

☐ I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ _____ (city and state).

Taxpayer Identification Number (T.I.N.):	27-1494351
Company Name submitting bid/proposal:	ICS Jail Supplies, Inc.
Mailing address:	PO Box 21056 - Waco, TX 76702
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**
	NA

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder Shall Return Completed Form with Offer.

House Bill 89 Verification

I, JM Bogan III, the undersigned representative of (company or business name) Ics Jail Supplies, Inc.
(heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Signature of Company Representative

12.5.19
Date

On this 5th day of December, 20 19, personally appeared

JM Bogan III, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

ERYN ELIZABETH PUTMAN
Notary Public, State of Texas
Comm. Expires 01-09-2023
Notary ID 129915546

Notary Signature

12/05/2019
Date

Bidder Shall Return Completed Form with Offer.

Senate Bill 252 Certification

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

ICS Jail Supplies, Inc
Company Name

19-062/YS
IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF Texas COUNTY OF McLennan

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas,

on this day personally appeared Jm Bogan III (name), who

after being by me duly sworn, did depose and say:

"I, Jm Bogan III (name) am a duly authorized officer of/agent

for ICS Jail Supplies, Inc (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said ICS Jail Supplies, Inc (name of firm).

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: ICS Jail Supplies, Inc

PO Box 21056 - Waco, TX 76702

Fax: 254-751-0299 Telephone# 800-524-5427

by: Jm Bogan III (print name) Title: Vice President

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named

VICE president on

this the 5th day of December, 2019.

_____

Notary Public in and for
the State of TEXAS

ERYN ELIZABETH PUTMAN
Notary Public, State of Texas
Comm. Expires 01-09-2023
Notary ID 129915646

Bidder Shall Return Completed Form with Offer.

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

IFB 14-047/JW
Term Contract for Inmate Shoes for Jefferson County

Current Pricing

Renewal 1: 12/14/2015 – 12/13/2016
Renewal 2: 12/13/2016 – 12/ 12/2017
Renewal 3: 12/12/2017 – 12/11/2018
Renewal 4: 12/11/2018 – 12/10/2019

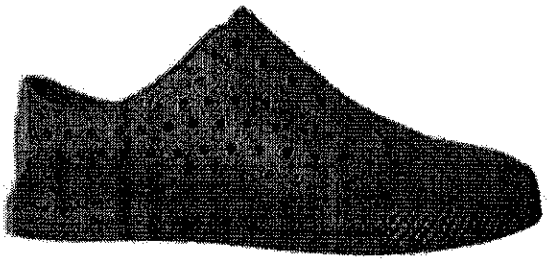
updated 12/4/2018

					Bob Barker Company 134 N Main Street Fuquay Varina, NC 27526 Contact: Ryan Wilkie ryanwilkie@bobbarker.com 800-334-9880 phone 800-332-7537 fax
Item	**Unit**	**Description**	**Color**	**Size**	**Unit Price**
1	Pair	Inmate Shoe	Orange	Small	$3.90
			Orange	Medium	$3.90
			Orange	Large	$3.90
			Orange	1XL	$3.90
			Orange	2XL	$3.90
			Orange	3XL	$3.90

GSA Advantage!® www.gsaAdvantage.gov Contract # GS-07F-0552U

ICS Jail Supplies, Inc. Since 1985!!!

BuyBoard® Cooperative Purchasing



#SC70774—EVA STEP-IN SNEAKER

- One piece light weight 100% EVA material
- Available in orange
- Same color toe bumper
- Slip on / Step-in design
- Top and side vents for air circulation in the foot bed area
- Skid resistant, non marking, odor resistant and waterproof
- Available in size small—3X

Shoe Size Conversion Chart:

Small - 5/6
Medium - 7/8
Large - 9/10
X-Large - 11/12
2X-Large - 13/14
3X-Large - 15/16

PO Box 21056

Phone: (800) 524-5427

ICS JAIL SUPPLIES, INC.

www.icswaco.com

800-524-5427

RECEIVED 12:09 PM DEC 10 20

BID NO.	IFB 19-062/YS
DATE OF OPENING	12-11-19
TIME OF OPENING	11:00 pm
BID TITLE	Inmate Shoes

RECEIVED 12:09 PM DEC 10 2019

SEALED BID ENCLOSED

ORIGIN ID:ACTA (254) 751-1566
SHIPPING WAREHOUSE
ICS JAIL SUPPLIES
5804 FRANKLIN AVE
WACO, TX 76710
UNITED STATES US

SHIP DATE: 09DEC19
ACTWGT: 2.00 LB MAN
CAD: 0349997/CAFE3311

BILL SENDER

TO DEBORAH CLARK – PURCHASING AGENT
JEFFERSON COUNTY PURCHASING DEPT
1149 PEARL STREET
1ST FLOOR
BEAUMONT TX 77701

INV:
PO:
REF:
DEPT:

FedEx Express

TUE – 10 DEC 3:00F
STANDARD OVERNIGHT

TRK# 0201 4947 4535 6294

43 BPTA

77701
TX-US IAH

RECEIVED 12:09 PM DEC 10 2019

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

November 12, 2019

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 19-062/YS, Term Contract for Inmate Shoes for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, https://www.co.jefferson.tx.us/Purchasing/ or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	**Term Contract for Inmate Shoes for Jefferson County**
BID NO:	**IFB 19-062/YS**
DUE DATE/TIME:	**11:00 AM CT, Wednesday, December 11, 2019**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701**

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us.

Jefferson County encourages Disadvantaged Business Enterprises to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – November 13, 2019 & November 20, 2019

Instructions to Bidders

1. Bid Submission

Bids must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of box shall also include the Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Late bids will not be accepted and will be returned unopened to the bidder.

All bids submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

2. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgment call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

3. Courthouse Security

Bidders are advised that all visitors to the Courthouse must pass through Security. **Bidders planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal.** Mondays and Tuesdays are particularly heavy days. Bidders are strongly urged to plan accordingly.

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

The County requests that bid submissions NOT be bound by staples or glued spines.

If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.

The bid shall be legally signed and shall include the complete address of the bidder.

Jefferson County is exempt from Federal and State Sales Taxes, and such taxes shall not be included in bid prices.

5. Signatures

All bids, notifications, claims, and statements must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

specifications is not a awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

10. Contract

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

11. Waiver of Subrogation

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

12. Fiscal Funding

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

13. Bid Results

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page (http://co.jefferson.tx.us/ purchasing/main.htm) as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

14. Changes and Addenda to Bid Documents

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

15. Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

16. Delivery

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

17. Interpretation of Bid and/or Contract Documents

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

General Conditions of Bidding and Terms of Contract

By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

1. Bidding

1.1 Bids. All bids must be submitted on the bid form furnished in this package.

1.2 Authorized Signatures. The bid must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.

1.3 Late Bids. Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 Withdrawal of Bids Prior to Bid Opening. A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 Withdrawal of Bids after Bid Opening. Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 Bid Amounts. Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 Exceptions and/or Substitutions. All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.8 Alternates. The Invitation for Bid and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 Descriptions. Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 Bid Alterations. Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 Tax Exempt Status. Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 Quantities. Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose

2.2 Age and Manufacture. All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 Delivery Location. All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 Delivery Schedule. Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 Delivery Charges. All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

2.6 Installation Charges. All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 Operating Instructions and Training. Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

2.8 Storage. Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 Compliance with Federal, State, County, and Local Laws. Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA. The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 Patents and Copyrights. The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 Samples, Demonstrations and Testing. At Jefferson County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

2.13 Acceptability. All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 Maintenance. Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

4.5 Termination. Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

4.6 Conflict of Interest. Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

4.7 Injuries or Damages Resulting from Negligence. Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

4.8 Interest by Public Officials. No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.9 Warranty. The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

4.10 Uniform Commercial Code. The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

4.11 Venue. This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

4.12 Sale, Assignment, or Transfer of Contract. The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

4.13 Silence of Specifications. The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

5. Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)

(1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.

(2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)

subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of $100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (l) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (l) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (l) of this section.

J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;
(b) Meeting contract performance requirements; or
(c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products/htm.

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

N. SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall ensure that required parts of the bid are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Bidder is responsible for submitting one (1) *original* bid copy to include a completed copy of this specifications packet in its entirety; and two (2) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

All bids shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED BID." The outside of the envelope or box shall also include: Bid Number, Bid Name, Bid Due Date, Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

2. Vendor Registration: SAM (System for Award Management).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

Bidders are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Bid Submission.

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

FORM 1295 Exemptions: What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements:

Public Liability, Including Products & Completed Operations	$1,000,000
Excess Liability	$1,000,000

Property Insurance (policy below that is applicable to this project):
Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section Below)

9. Workers' Compensation Insurance

9.1 Definitions:

9.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

9.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

9.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.

9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us, regarding any questions or comments. Please reference bid number IFB 19-062/YS.

Scope

The intent of this bid is to establish an annual contract for the purchase of inmate shoes for use by the Jefferson County Correctional Facility.

Quantity of Inmate Shoes Ordered

2018

Size	Quantity
Small	120 pair
Medium	240 pair
Large	360 pair
X-Large	360 pair

2019

Size	Quantity
Small	120 pair
Medium	480 pair
Large	720 pair
X-Large	720 pair

Technical Specifications

All shoes must be new, unused, clean, first quality only (no irregulars or seconds will be accepted), and ready for immediate use, with no defects.

Contractor shall furnish all labor, personnel, service, supervision, freight, transportation, inside delivery and pick-up, materials, tools, supplies, and equipment necessary to perform the service and provide the product as requested.

Inmate Shoe Specifications:

Style: "Step-in" style

Color: Orange

Material: 100% medium-soft EVA (ethyl vinyl acetate); Antibacterial material.

Construction: One piece molding; 055 to 0.77 lbs per pair – lightweight to prevent use as a weapon. Material recyclable.

Venting: Multiple ventilation holes in toebox.

Insole: Ridges on surface to help hold the foot in place.

Outsole: Defined outsole ridges to offer surface gripping and traction. Outsole is to be water resistant and non-marking. Slip resistant.

Sizes: Must be available in Sizes (S – 3XL). Size must be clearly labeled on both the heel of the shoe and the outsole of the shoe.

Cleaning: Shoes may be washed (with warm water and soap).

returned to the awarded vendor. The awarded vendor will be responsible for handling, transportation, and pick-up of the defective or non-compliant products at there own expense. Awarded vendor will be required to ship at their own expense replacement products should such defects arise. In the event the awarded vendor is unable to provide the replacement products within the time frame specified by Jefferson County, the County reserves the right to purchase the requested products off contract and charge the awarded vendor the difference in cost from the contract amount and off contract purchase price.

Ordering Procedure

All orders require a valid Jefferson County Purchase Order Number prior to processing any request.

Delivery Time Period

All items shall be delivered within 30-45 calendar days unless otherwise specified. Unless otherwise stated by the ordering department all shipments shall be made directly to the Jefferson County Correctional Facility. It shall be the bidder's responsibility to meet the County's delivery requirements, even if the bidder finds it necessary to purchase on the open market or incur additional freight costs. Jefferson County reserves the right to obtain items specified in this solicitation request on the open market in the event the bidder fails to make delivery in the time schedule specified and price differential will be charged against the awarded bidder.

Shipping Documents

A packing list or other suitable shipping document shall accompany each shipment and shall show the 1) the name and address of Contractor, 2) name and address of the requesting department, 3) Jefferson County purchase order number, 4) description of product or material shipped, including item number, quantity, number of containers and package number, if applicable.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby, states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): _____, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

JAB Trading Industries, LLC.
Company Name

4907 Callaghan Rd STE 119
Address

San Antonio TX 78228
City State Zip

Signature of Person Authorized to Sign

Tyler Krengle
Printed Name

Director of Strategic Partnerships
Title

For clarification of this offer, contact:

Tyler Krengle
Name

832-228-6876 210-941-0150
Phone Fax

tyler@jabtrading.com
E-mail

Bidder Shall Return Completed Form with Offer.

Bid Form

Note to Bidders: Minimum Order Bids are NOT ACCEPTABLE.

Item	Unit	Description	Color	Size	Unit Price
1	Pair	Inmate Shoe	Orange	Small	$ 3.25
			Orange	Medium	$ 3.25
			Orange	Large	$ 3.25
			Orange	1 XL	$ 3.25
			Orange	2 XL	$ 3.25
			Orange	3 XL	$ 3.25

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

Signature Page

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? ..... **Yes** ☒ **No** ☐

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

JAB Trading Industries, LLC.
Bidder (Entity Name)

4907 Callaghan Rd STE 119
Street & Mailing Address

San Antonio, TX 78228
City, State & Zip

210-681-2188
Telephone Number

tyler@jabtrading.com
E-mail Address

Signature

Tyler Krengle
Print Name

12/10/19
Date Signed

210-941-0150
Fax Number

Bidder Shall Return Completed Form with Offer.

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

Adopted 8/7/2015

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☒ No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____ _____ _____
Printed Name of Contractor Representative Signature of Representative Date

_____ _____ _____
Printed Name of HUB Signature of Representative Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $_____ Percentage of Prime Contract: _____%

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $_____ Percentage of Prime Contract: _____%

Description of Subcontract Work to be Performed: _____

_____

All HUB Subcontractor Participation may be verified with the HUB Subcontractor(s) listed on Part I.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required.** I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

Contact person that will be in charge of invoicing for this project:

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Bidder Shall Return Completed Form with Offer.

House Bill 89 Verification

I, Tyler Krengle, the undersigned representative of (company or business name) JAB Trading Industries, LLC. (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Signature of Company Representative

12/10/19
Date

On this 10 day of December, 2019, personally appeared

Tyler Krengle, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

VERONICA LEE CASTILLEJA
NOTARY PUBLIC
ID# 125666787
State of Texas
Comm. Exp. 05-17-2023

Notary Signature

December 10, 2019
Date

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF Texas COUNTY OF Jefferson

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas,

on this day personally appeared Tyler Krengle (name), who

after being by me duly sworn, did depose and say:

"I, Tyler Krengle (name) am a duly authorized officer of/agent

for JAB Trading Industries, LLC. (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said JAB Trading Industries, LLC. (name of firm).

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: Tyler Krengle JAB Trading Industries, LLC,
4907 Callaghan Rd STE 119, San Antonio, TX 78228

Fax: 210-941-0150 Telephone# 210-681-2188

by: Tyler Krengle (print name) Title: Director of Strategic Partnerships

Signature:

SUBSCRIBED AND SWORN to before me by the above-named
Tyler Krengle on

this the 10 day of December, 2019.

VERONICA LEE CASTILLEJA
NOTARY PUBLIC
ID# 125666787
State of Texas
Comm. Exp. 05-17-2023

Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.

ORIGIN ID:SATA (210) 681-2188
JAB TRADING INDUSTRIES, LLC
TYLER KRENGLE
4907 CALLAGHAN RD STE 119

SAN ANTONIO, TX 78228
UNITED STATES US

SHIP DATE: 10DEC19
ACTWGT: 0.80 LB
CAD: 6992390/SSF02021

BILL THIRD PARTY

TO JEFFERSON COUNTY PURCHASING
DEPT. ATTN: DEBORAH L. CLARK
1149 PEARL ST
1ST FLOOR
BEAUMONT TX 77701

(832) 228-6876
INV:
PO:
REF:
DEPT:

Part # 156297-425/ 1RHA/22 LSXP 09/20

FedEx Express

TRK# 0201 7787 8914 2400

WED - 11 DEC 8:30A
FIRST OVERNIGHT

A1 BPTA

77701
TX-US IAH

RECEIVED 8:04 AM DEC 11 2019

RT FO
FZ
08:30
2400
12.11

Corporate Office
223 Morrison Road
Brandon, FL 33511-4835

PRIDE ENTERPRISES

813.324.8700 office
813.689.5392 fax
800.643.8459 toll free

December 6, 2019

Attn: Yea-Mei Sauer, Contract Specialist
Purchasing Department
Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701
ysauer@co.jefferson.tx.us

Re: Sample for **Jefferson County, TX-Bid # IFB 19-062 YS (Term Contract for Inmate Shoes for Jefferson County)**

Dear Yea-Mei Sauer,

Please be advised that the enclosed **Inmate Shoe Sample** meets or exceeds the bid specifications as per **Jefferson County, TX-Bid # IFB 19-062 YS (Term Contract for Inmate Shoes for Jefferson County)** and ***is not an alternate*** being submitted by *Prison Rehabilitative Industries & Diversified Enterprises*, Inc. d/b/a: **PRIDE Enterprises.** The formal bid documents are submitted in accordance with the submittal instructions contained within the solicitation document.

Please incorporate this sample within our Bid Submittal Package for complete submission.

Sincerely,

Jason M. Brown

Jason M. Brown
Marketing Coordinator/Administrative Supervisor
PRIDE Enterprises, Sales Support Center (SSC)
P.O. Box 440, Cross City, FL 32628
SSC: 813.890.2133 | *Direct*: 813.890.6582 | *Fax*: 727.570.3449
Work/SSC: jbrown@pride-enterprises.org
Bid & Contracts: bids@pride-enterprises.org

PRIDE ENTERPRISES
IMPACT THROUGH INDUSTRY

568 Northeast 255th Street
Cross City, Florida 32628

813.890.2175
866.528.2175
866.528.2175

PRIDE ENTERPRISES

ORIGINAL

Bid Cover Page

Jefferson County, TX

Solicitation # IFB 19-062/YS

Bid Title: Term Contract for Inmate Shoes for Jefferson County

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Attachment D - Florida Corporation Annual Report.....Page(s) 50 - 52

Attachment E - Current W-9 Form.....Page(s) 53 - 54

Attachment F - Insurance Certificates.....Page(s) 55 - 61

Attachment G - Drug-Free Workplace Policy.....Page(s) 62 - 66

Bidder

Prison Rehabilitative Industries and Diversified Enterprises, Inc.
dba: PRIDE Enterprises

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

November 12, 2019

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 19-062/YS, Term Contract for Inmate Shoes for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, https://www.co.jefferson.tx.us/Purchasing/ or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	**Term Contract for Inmate Shoes for Jefferson County**
BID NO:	**IFB 19-062/YS**
DUE DATE/TIME:	**11:00 AM CT, Wednesday, December 11, 2019**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701**

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us.

Jefferson County encourages Disadvantaged Business Enterprises to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – November 13, 2019 & November 20, 2019

IFB 19-062/YS
Term Contract for Inmate Shoes for Jefferson County
Bids due: 11:00 AM CT, Wednesday, December 11, 2019

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Bid Submissions:

Bidder is responsible for submitting:

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety.
- Two (2) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

Additionally, Bidder must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a response being declared as non-responsive.

https://www.co.jefferson.tx.us/Purchasing/

Instructions to Bidders

1. Bid Submission

Bids must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of box shall also include the Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Late bids will not be accepted and will be returned unopened to the bidder.

All bids submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

2. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgment call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

3. Courthouse Security

Bidders are advised that all visitors to the Courthouse must pass through Security. **Bidders planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal.** Mondays and Tuesdays are particularly heavy days. Bidders are strongly urged to plan accordingly.

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

The County requests that bid submissions NOT be bound by staples or glued spines.

If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.

The bid shall be legally signed and shall include the complete address of the bidder.

Jefferson County is exempt from Federal and State Sales Taxes, and such taxes shall not be included in bid prices.

5. Signatures

All bids, notifications, claims, and statements must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

6. **County Holidays – 2019:**

January 1	Tuesday	New Year's
January 21	Monday	Martin Luther King, Jr. Day
February 18	Monday	President's Day
April 19	Friday	Good Friday
May 27	Monday	Memorial Day
July 4	Thursday	Independence Day
September 2	Monday	Labor Day
November 11	Monday	Veteran's Day
November 28 & 29	Thursday & Friday	Thanksgiving
December 24 & 25	Tuesday & Wednesday	Christmas
January 1, 2020	Wednesday	New Year's

7. **Rejection or Withdrawal**

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

8. **Emergency/Declared Disaster Requirements**

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

9. **Award**

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected. Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting

specifications is not a awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

10. Contract

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

11. Waiver of Subrogation

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

12. Fiscal Funding

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

13. Bid Results

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page (http://co.jefferson.tx.us/ purchasing/main.htm) as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

14. Changes and Addenda to Bid Documents

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

15. Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

16. Delivery

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

17. Interpretation of Bid and/or Contract Documents

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

18. Currency

Prices calculated by the bidder shall be stated in U.S. dollars.

19. Pricing

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

20. Notice to Proceed/Purchase Order

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

21. Certification

By signing the offer section of the Offer and Acceptance page, bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.

22. Definitions

"County" – Jefferson County, Texas.

"Contractor" – The bidder whose proposal is accepted by Jefferson County.

23. Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

General Conditions of Bidding and Terms of Contract

By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

1. Bidding

1.1 Bids. All bids must be submitted on the bid form furnished in this package.

1.2 Authorized Signatures. The bid must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.

1.3 Late Bids. Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 Withdrawal of Bids Prior to Bid Opening. A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 Withdrawal of Bids after Bid Opening. Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 Bid Amounts. Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 Exceptions and/or Substitutions. All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.8 Alternates. The Invitation for Bid and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 Descriptions. Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 Bid Alterations. Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 Tax Exempt Status. Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 Quantities. Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose

intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.14 Silence of Specifications for Complete Units. All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

1.15 Addenda. Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

1.16 General Bid Bond/Surety Requirements. Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.17 General Insurance Requirements. Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.18 Responsiveness. A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 Responsible Standing of Bidder. To be considered for award, bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.20 Confidential/Proprietary Information

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder **must** clearly mark the applicable pages of Bidder's bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

1.21 Public Bid Opening. Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. Performance

2.1 Design, Strength, and Quality. Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

2.2 Age and Manufacture. All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 Delivery Location. All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 Delivery Schedule. Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 Delivery Charges. All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

2.6 Installation Charges. All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 Operating Instructions and Training. Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

2.8 Storage. Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 Compliance with Federal, State, County, and Local Laws. Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA. The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 Patents and Copyrights. The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 Samples, Demonstrations and Testing. At Jefferson County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

2.13 Acceptability. All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 Maintenance. Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

2.15 Material Safety Data Sheets. Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 Evaluation. Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves to right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

3.1 Purchase Orders. A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

3.2 Invoices. All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

3.3 Prompt Payment. In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the County of the merchandise ordered and of a valid invoice. Successful bidder(s) is required to pay subcontractors within ten (10) days after the successful bidder receives payment from the County.

3.4 Funding. Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. Contract

4.1 Contract Definition. The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful bidder and Jefferson County.

4.2 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and, upon agreement between vendor(s) and Jefferson County, may be renewed annually for up to four (4) additional years.

4.3 Change Order. No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.4 Price Re-determination. A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

4.5 Termination. Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

4.6 Conflict of Interest. Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

4.7 Injuries or Damages Resulting from Negligence. Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

4.8 Interest by Public Officials. No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.9 Warranty. The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

4.10 Uniform Commercial Code. The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

4.11 Venue. This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

4.12 Sale, Assignment, or Transfer of Contract. The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

4.13 Silence of Specifications. The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

5. Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)

(1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.

(2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a

subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of $100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (l) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (l) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (l) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding $100,000.

H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;
(b) Meeting contract performance requirements; or
(c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products/htm.

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

N. SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply will all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall ensure that required parts of the bid are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Bidder is responsible for submitting one (1) *original* bid copy to include a completed copy of this specifications packet in its entirety; and two (2) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

All bids shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED BID." The outside of the envelope or box shall also include: Bid Number, Bid Name, Bid Due Date, Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

2. Vendor Registration: SAM (System for Award Management).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

Bidders are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Bid Submission.

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

FORM 1295 Exemptions: What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission) – CONTINUED

Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.
Vendors must enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

4. Multiple Vendor Award

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

5. Delivery

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County.

6. Payment

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

Invoices shall be submitted to: Jefferson County Auditing Department, Attention: Accounts Payable, 1149 Pearl Street, 7th floor, Beaumont, TX 77701.

7. Usage Reports

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

8. Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	$1,000,000
Excess Liability	$1,000,000

Property Insurance (policy below that is applicable to this project):
Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation	Statutory Coverage (See Section Below)

9. Workers' Compensation Insurance

9.1 Definitions:

9.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

9.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

9.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.

9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.

9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us, regarding any questions or comments. Please reference bid number IFB 19-062/YS.

Scope

The intent of this bid is to establish an annual contract for the purchase of inmate shoes for use by the Jefferson County Correctional Facility.

Quantity of Inmate Shoes Ordered

2018

Size	Quantity
Small	120 pair
Medium	240 pair
Large	360 pair
X-Large	360 pair

2019

Size	Quantity
Small	120 pair
Medium	480 pair
Large	720 pair
X-Large	720 pair

Technical Specifications

All shoes must be new, unused, clean, first quality only (no irregulars or seconds will be accepted), and ready for immediate use, with no defects.

Contractor shall furnish all labor, personnel, service, supervision, freight, transportation, inside delivery and pick-up, materials, tools, supplies, and equipment necessary to perform the service and provide the product as requested.

Inmate Shoe Specifications:

Style: "Step-in" style

Color: Orange

Material: 100% medium-soft EVA (ethyl vinyl acetate); Antibacterial material.

Construction: One piece molding; 055 to 0.77 lbs per pair – lightweight to prevent use as a weapon. Material recyclable.

Venting: Multiple ventilation holes in toebox.

Insole: Ridges on surface to help hold the foot in place.

Outsole: Defined outsole ridges to offer surface gripping and traction. Outsole is to be water resistant and non-marking. Slip resistant.

Sizes: Must be available in Sizes (S – 3XL). Size must be clearly labeled on both the heel of the shoe and the outsole of the shoe.

Cleaning: Shoes may be washed (with warm water and soap).

Packaging: Shipments must be packaged by the same size per package/box, with each pair individually wrapped.

Prices

This will be a firm fixed price contract. At the time of annual renewal, Vendor may request price increases based on documented manufacturers' increase.

Shipping/Handling

Contractor will be responsible for payment of all charges associated with the inside delivery, pick-up, transport, shipping and handling of all garments, products, supplies and materials ordered from this solicitation request. Deliveries will be F.O.B. Jefferson County at the destination indicated on each Purchase Order. Contractor shall retain title and control of all goods until they are delivered to designated sites and contract coverage has been completed. Jefferson County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

Minimum Orders

There are no minimum order requirements associated with this contract. Purchase orders for inmate clothing and supplies will be released to successful bidder(s) as required. Occasional small deliveries will be required, and the **successful bidder(s) shall be responsible for prompt delivery of any purchase. MINIMUM ORDER BIDS ARE NOT ACCEPTABLE.**

Quantities

The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the bid proposal are the best estimates. Quantities ordered may be increased or decreased as deemed necessary during the term of the contract.

Evaluation of Alternate Products

If an alternate product is offered, a catalog cut of that item shall be provided with your bid so that item can be evaluated as "or equal." Contractor must provide a sample at no cost to Jefferson County for evaluation purposes, upon request by the Jefferson County Purchasing Department.

Product Substitution

All products delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal.

Product Discontinuance

In the event a product and/or model is discontinued by the manufacturer, Jefferson County at its sole discretion may allow the awarded vendor to provide a substitute for the discontinued item. The awarded vendor shall request permission to substitute a new product and provide the following:

- Documentation from the manufacturer that the product or model has been discontinued.
- Documentation that names the replacement product or model.
- Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- Documentation confirming that the price for the replacement is the same or less than the discontinued product or model.

Random Sampling

Products may be tested on a random basis throughout the contract period for compliance with bid specifications. Defective or non-compliant products shipped to Jefferson County will be

returned to the awarded vendor. The awarded vendor will be responsible for handling, transportation, and pick-up of the defective or non-compliant products at there own expense. Awarded vendor will be required to ship at their own expense replacement products should such defects arise. In the event the awarded vendor is unable to provide the replacement products within the time frame specified by Jefferson County, the County reserves the right to purchase the requested products off contract and charge the awarded vendor the difference in cost from the contract amount and off contract purchase price.

Ordering Procedure

All orders require a valid Jefferson County Purchase Order Number prior to processing any request.

Delivery Time Period

All items shall be delivered within 30-45 calendar days unless otherwise specified. Unless otherwise stated by the ordering department all shipments shall be made directly to the Jefferson County Correctional Facility. It shall be the bidder's responsibility to meet the County's delivery requirements, even if the bidder finds it necessary to purchase on the open market or incur additional freight costs. Jefferson County reserves the right to obtain items specified in this solicitation request on the open market in the event the bidder fails to make delivery in the time schedule specified and price differential will be charged against the awarded bidder.

Shipping Documents

A packing list or other suitable shipping document shall accompany each shipment and shall show the 1) the name and address of Contractor, 2) name and address of the requesting department, 3) Jefferson County purchase order number, 4) description of product or material shipped, including item number, quantity, number of containers and package number, if applicable.

Bidder Information Form

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Name & Number: Term Contract for Inmate Shoes for Jefferson County, IFB 19-062/YS

Bidder's Company/Business Name: Prison Rehabilitative Industries & Diversified Enterprises, Inc. | dba: PRIDE Enterprises

Bidder's TAX ID Number: 59-2167018

Contact Person: John R. McCleese **Title:** Sales Support Center Manager

Phone Number (with area code): 813-890-2133

Alternate Phone Number if available (with area code): 877-283-6819

Fax Number (with area code): 727-570-3449

Email Address: bids@pride-enterprises.org

Mailing Address (Please provide a physical address for bid bond return, if applicable):

223 Morrison Road
Address

Brandon, FL 33511
City, State, Zip Code

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): _____, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

PRIDE Enterprises
Company Name

223 Morrison Road
Address

Brandon | Florida | 33511
City | State | Zip

Signature of Person Authorized to Sign

John R. McCleese
Printed Name

Sales Support Center Manager
Title

For clarification of this offer, contact:

Jason Brown, Admin/Marketing Supervisor
Name

813-890-2133 | 727-570-3449
Phone | Fax

bids@pride-enterprises.org
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Inmate Shoes for Jefferson County Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. IFB 19-062/YS, Term Contract for Inmate Shoes for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Note to Bidders: Minimum Order Bids are NOT ACCEPTABLE.

Item	Unit	Description	Color	Size	Unit Price
1	Pair	Inmate Shoe	Orange	Small	$ 2.90
			Orange	Medium	$ 2.90
			Orange	Large	$ 2.90
			Orange	1 XL	$ 2.90
			Orange	2 XL	$ 2.90
			Orange	3 XL	$ 2.90

* Sold in numeric sizes [Unisex] 3 - 15, 12 pair per case = $34.80 [freight included].

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

Vendor References

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: State of Colorado (DOC)

Address: Hwy 50 E & Evans Blvd, Canon City, CO 81212

Contact Person and Title: Holly Hammel - Purchasing Agent

Phone: 719-269-4059 Fax: 719-269-4064

Email Address: holly.hammel@state.co.us Contract Period: July 2017 through June 2022

Scope of Work: Offender Boots, (Black, 6" high, 4.5 to 5.5 oz. genuine leather with smooth finish)

REFERENCE TWO

Government/Company Name: City of Jacksonville (Sheriff Office)

Address: 214 N Hogan Street - 8th Floor, Jacksonville, FL 32202

Contact Person and Title: Kathy Nasworthy - Buyer

Phone: 904-255-8800 Fax: 904-257-5993

Email Address: knaswort@coj.net Contract Period: June 2019 through June 2024

Scope of Work: Offender Boots, (Black, 6" high, 4.5 to 5.5 oz. genuine leather with smooth finish)

REFERENCE THREE

Government/Company Name: Trinidad Correctional Facility

Address: 21000 Highway 350 East, Model, CO 81059

Contact Person and Title: Colette Wahl - Buyer

Phone: 719-269-4130 Fax: 719-269-4129

Email Address: colette.wahl@state.co.us Contract Period: Open

Scope of Work: Offender Boots, (Black, 6" high, 4.5 to 5.5 oz. genuine leather with smooth finish)

Bidder Shall Return Completed Form with Offer.

Signature Page

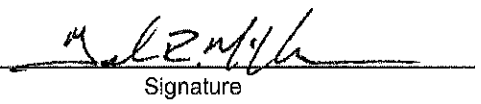
As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? ..... **Yes** ☑ **No** ☐

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

PRIDE Enterprises Bidder (Entity Name)	 Signature
223 Morrison Road Street & Mailing Address	John R. McCleese, Sales Support Center Manager Print Name
Brandon, FL 33511 City, State & Zip	12/5/19 Date Signed
813-890-2133 Telephone Number	727-570-3449 Fax Number
bids@pride-enterprises.org E-mail Address	

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

	OFFICE USE ONLY
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

None

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

Not Applicable
Signature of vendor doing business with the governmental entity

_____
Date

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

None

2 Office Held

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

4 Description of the nature and extent of employment or other business relationship with vendor named in item 3

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☑ No

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .

☐ Yes ☐ No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?

☐ Yes ☐ No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?

☐ Yes ☐ No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?

☐ Yes ☐ No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?

☐ Yes ☐ No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?

☐ Yes ☐ No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If "No" was selected, please explain and include any pertinent documentation with your bid.
If necessary, please use a separate sheet to answer the above questions.

John R. McCleese
Printed Name of Authorized Representative

Signature

Sales Support Center Manager
Title

12/5/19
Date

Bidder Shall Return Completed Form with Offer.

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☑ No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: Prison Rehabilitative Industries & Diversified Enterprises, Inc. HUB: p Yes p No

Address: 223 Morrison Road (Street) Brandon (City) Florida (State) 33511 (Zip)

Phone (with area code): 813-890-2133 Fax (with area code): 727-570-3449

Project Title & No.: Term Contract for Inmate Shoes for Jefferson County IFB 19-062/YS

Prime Contract Amount: $ TBD

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____ (Street) _____ (City) _____ (State) _____ (Zip)

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

John R. McCleese		12/5/19
Printed Name of Contractor Representative	Signature of Representative	Date
Printed Name of HUB	Signature of Representative	Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☑ No

Prime Contractor: Prison Rehabilitative Industries & Diversified Enterprises, Inc. HUB: ☐ Yes ☑ No

HUB Status (Gender & Ethnicity): Not Applicable

Address: 223 Morrison Road (Street) Brandon (City) Florida (State) 33511 (Zip)

Phone (with area code): 813-890-2133 Fax (with area code): 727-570-3449

Project Title & No.: Term Contract for Inmate Shoes for Jefferson County IFB/RFP No.: IFB 19-062/YS

Total Contract: $ TBD Total HUB Subcontract(s): $ 0

Construction HUB Goals: 12.8% MBE:: 0 % 12.6% WBE: 0 %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Texas Bldg & Procurement Comm. ☐ Texas Unified Certification Prog.

Address: _____ (Street) _____ (City) _____ (State) _____ (Zip)

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

All HUB Subcontractor Participation may be verified with the HUB Subcontractor(s) listed on Part I.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- ☐ All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☑ Other: No Subcontractors will be utilized.

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? ☐ Yes ☑ No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $_____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $_____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): John R. McCleese

Title: Sales Support Center Manager

Signature: _____

Date: 12/5/19

E-mail address: bids@pride-enterprises.org

Contact person that will be in charge of invoicing for this project:

Name (print or type): Lori McDonald

Title: Customer Service Manager

Date: 12/5/19

E-mail address: marionorders@pride-enterprises.org

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that _____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

☑ I certify that PRIDE Enterprises [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Brandon, Florida (city and state).

Taxpayer Identification Number (T.I.N.):	59-2167018
Company Name submitting bid/proposal:	PRIDE Enterprises
Mailing address:	223 Morrison Road, Brandon, FL 33511
If you are an individual, list the names and addresses of any partnership of which you are a general partner: Not Applicable	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**
None	None

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder Shall Return Completed Form with Offer.

House Bill 89 Verification

I, John R. McCleese, the undersigned representative of (company or business name) Prison Rehabilitative Industries & Diversified Enterprises, Inc. | dba: PRIDE Enterprises (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Signature of Company Representative

12/5/19
Date

On this 5th day of December, 20 19, personally appeared

John R. McCleese, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

JASON MARVIN BROWN
Notary Public - State of Florida
Commission # GG 275511
My Comm. Expires Jan 13, 2023
Bonded through National Notary Assn.

Jason Marvin Brown
Notary Signature

12/5/19
Date

Bidder Shall Return Completed Form with Offer.

Senate Bill 252 Certification

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

Prison Rehabilitative Industries & Diversified Enterprises, Inc.
Company Name

IFB 19-062/YS
IFB/RFP/RFQ number

Certification check performed by:

_____
Purchasing Representative

_____
Date

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF FLORIDA COUNTY OF DIXIE

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Florida,

on this day personally appeared John R. McCleese (name), who

after being by me duly sworn, did depose and say:

"I, John R. McCleese (name) am a duly authorized officer of/agent

for PRIDE Enterprises (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Prison Rehabilitative Industries & Diversified Enterprises, Inc. | dba: PRIDE Enterprises (name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: Prison Rehabilitative Industries & Diversified Enterprises, Inc. | dba: PRIDE Enterprises

223 Morrison Road, Brandon, FL 33511

Fax: 727-570-3449 Telephone# 813-890-2133

by: John R. McCleese (print name) Title: Sales Support Center Manager

Signature: [signature]

SUBSCRIBED AND SWORN to before me by the above-named John R. McCleese on

this the 5th day of December, 2019.

JASON MARVIN BROWN
Notary Public - State of Florida
Commission # GG 275511
My Comm. Expires Jan 13, 2023
Bonded through National Notary Assn.

Jason Marvin Brown [signature]
Notary Public in and for
the State of Florida

Bidder Shall Return Completed Form with Offer.

568 Northeast 255th Street
Cross City, Florida 32628

PRIDE ENTERPRISES

813.890.2175
866.528.2175
866.528.2175

Jefferson County, TX
Solicitation # IFB 19-062/YS
Bid Title: Term Contract for Inmate Shoes for Jefferson County

Attachment A

PRIDE Enterprises' Company Profile

568 Northeast 255th Street
Cross City, Florida 32628

813.890.2133
727.570.3449
877.283.6819

PRIDE ENTERPRISES

COMPANY PROFILE - PRIDE Enterprises

BUSINESS NAME: Prison Rehabilitative Industries and Diversified Enterprises, Inc.

DBA: PRIDE Enterprises

CORPORATE OFFICE: 223 Morrison Road, Brandon, FL 33511-4835

BUSINESS DESIGNATION: Not-for-profit Corporation, Section 501(c)(3)

BUSINESS ESTABLISHED: December 1981

FEIN (TIN #): 59-2167018

DUNS: 07-694-9346 (4A1 CREDIT RATING)

SALES TAX EXEMPTION #: 85-8014921980C-3

STATE OF FLORIDA DMS CONTRACT #: 94131608-16P

Prison Rehabilitative Industries and Diversified Enterprises, Inc., doing business as PRIDE Enterprises, is a nationally recognized inmate training company operating general manufacturing and services facilities throughout the state of Florida. PRIDE offers more than 400 vocational training courses through its 35 diverse inmate work programs, which are located in 21 Florida correctional facilities. A private, not-for-profit corporation founded in 1981, PRIDE has experience and expertise working in correctional environments. In addition to vocational work programs that teach job skills and successful job behaviors to inmate workers, PRIDE's inmate transition services include employability skills training, job placement, and other basic support services that prepare and assist ex-offenders in their successful reintegration into society.

PRIDE is the statutorily designated corporation charged with the operation of Florida's prison industries. Headquartered in Brandon, Florida, PRIDE has approximately 230 staff members and trains over 3,500 inmates annually. PRIDE has received national and international attention as a model for public/private partnerships, especially regarding the privatization of government functions.

More than 3,000 unique products and services are produced and delivered by PRIDE's 35 work programs. These industries service a wide range of markets to include Agriculture, Graphics, Sewn Products, General Manufacturing, and Services. PRIDE provides a diverse array of solutions that fit your business needs, including office and detention furniture, offset and screen printing, corrugated products, document conversion, indoor and outdoor signage, bedding supplies, specialty clothing, and footwear. There is also an optical lab, a dental lab, tire retread services, heavy vehicle repair, paint for roadways and much more.

568 Northeast 255th Street
Cross City, Florida 32628

813.890.2133
727.570.3449
877.283.6819

PRIDE ENTERPRISES

PURCHASE ORDERS & INVOICE REQUEST

P.O. Box 440, Cross City, FL 32628
Phone: (813) 890-2133
Fax: (727) 570-3449
Email: customerservice@pride-enterprises.org
John R. McCleese - Sales Support Center Manager
Jason Brown - Marketing Coordinator / Administrative Supervisor

CORPORATE ADDRESS

PRIDE Enterprises
223 Morrison Road
Brandon, FL 33511-4835
Phone: (813) 324-8700
Fax: (813) 689-5390
Website: www.pride-enterprises.org

REMITTAL ADDRESS (Payments)

P. O. Box 917362
Orlando, FL 32891-7362
Phone: (813) 324-8722
Fax: (813) 890-2146
Email: jbeck@pride-enterprises.org
Jennifer Beck – Manager, Accounting

BIDS & CONTRACTS

P.O. Box 440, Cross City, FL 32628
Phone: (813) 890-2133
Fax: (727) 570-3449
Email: bids@pride-enterprises.org
John R. McCleese - Sales Support Center Manager
Jason Brown - Marketing Coordinator / Administrative Supervisor

568 Northeast 255th Street
Cross City, Florida 32628

813.890.2133
727.570.3449
877.283.6819

PRIDE ENTERPRISES

CONTACT Phone and e-Mail Addresses

Customer Service:	(813) 890-2133;customerservice@pride-enterprises.org
Sales Support:	(813) 890-2174;salessupport@pride-enterprises.org
Bids & Contracts:	(813) 890-2133; bids@pride-enterprises.org
Purchase Orders:	(813) 890-2133;customerservice@pride-enterprises.org
Invoice Request:	(813) 890-2133;customerservice@pride-enterprises.org

On behalf of Prison Rehabilitative Industries and Diversified Enterprises, Inc. dba PRIDE Enterprises, I hereby certify that the above and foregoing information is true and accurate to the best of my belief and knowledge.

We certainly appreciate your business and if there are any questions, concerns, or additional information needed, please do not hesitate in contacting Jason Brown or myself.

Sincerely,

John R. McCleese
Sales Support Center Manager
PRIDE Enterprises
P. O. Box 440, Cross City, FL 32628
Phone: (813) 890-6656
Fax: (727) 570-3449
Email: jrmcleese@pride-enterprises.org

568 Northeast 255th Street
Cross City, Florida 32628

813.890.2175
866.528.2175
866.528.2175

PRIDE ENTERPRISES

Jefferson County, TX
Solicitation # IFB 19-062/YS
Bid Title: Term Contract for Inmate Shoes for Jefferson County

Attachment B

Signing Authority

223 Morrison Road
Brandon, Florida 33511

PRIDE ENTERPRISES

813.324.8700
813.689.5390
800.643.8459

BOARD OF DIRECTORS
PRISON REHABILITATIVE INDUSTRIES
AND DIVERSIFIED ENTERPRISES, INC.

RESOLUTION

WHEREAS, PRIDE Enterprises prepares bids, quotes, and proposals for all applicable PRIDE Industries on a daily/weekly basis; and

WHEREAS, these bids, quotes and proposals may require the signature of a Corporate Officer who is not always available for timely submission;

NOW THEREFORE, BE IT RESOLVED THAT the Board of Directors of Prison Rehabilitative Industries and Diversified Enterprises, Inc. d/b/a PRIDE Enterprises hereby authorizes the Sales Support Center Manager to sign and submit bids, quotes and proposals on behalf of the corporation.

Chairman, Prison Rehabilitative Industries and
Diversified Enterprises, Inc.
Dated this 21st day of May, 2015

ATTEST:

Secretary

568 Northeast 255th Street
Cross City, Florida 32628

813.890.2175
866.528.2175
866.528.2175

PRIDE ENTERPRISES

Jefferson County, TX
Solicitation # IFB 19-062/YS
Bid Title: Term Contract for Inmate Shoes for Jefferson County

Attachment C

Florida Corporation Certificate

State of Florida
Department of State

I certify from the records of this office that PRISON REHABILITATIVE INDUSTRIES AND DIVERSIFIED ENTERPRISES, INC. is a corporation organized under the laws of the State of Florida, filed on December 14, 1981.

The document number of this corporation is 761105.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on April 3, 2019, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Third day of April, 2019

Secretary of State

Tracking Number: 3650527159CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

568 Northeast 255th Street
Cross City, Florida 32628

813.890.2175
866.528.2175
866.528.2175

PRIDE ENTERPRISES

Jefferson County, TX
Solicitation # IFB 19-062/YS
Bid Title: Term Contract for Inmate Shoes for Jefferson County

Attachment D

Florida Corporation Annual Report

2019 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# 761105

FILED
Apr 03, 2019
Secretary of State
3650527159CC

Entity Name: PRISON REHABILITATIVE INDUSTRIES AND DIVERSIFIED ENTERPRISES, INC.

Current Principal Place of Business:

223 MORRISON ROAD
BRANDON, FL 33511

Current Mailing Address:

223 MORRISON ROAD
BRANDON, FL 33511 US

FEI Number: 59-2167018

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

BREWTON, WILBUR E
215 S. MONROE ST.
SUITE 825
TALLAHASSEE, FL 32301 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	CHAIRMAN, DIRECTOR
Name	REEVES, JAMES J
Address	223 MORRISON ROAD
City-State-Zip:	BRANDON FL 33511

Title	VC, DIRECTOR
Name	HOLDER, CARLYLE
Address	223 MORRISON ROAD
City-State-Zip:	BRANDON FL 33511

Title	CFO
Name	RADANOVICH, PETAR J
Address	223 MORRISON RD.
City-State-Zip:	BRANDON FL 33511

Title	TREASURER, DIRECTOR
Name	GAREY, ALAN L
Address	223 MORRISON ROAD
City-State-Zip:	BRANDON FL 33511

Title	DIRECTOR
Name	NICKLAUS, HARRY G
Address	223 MORRISON ROAD
City-State-Zip:	BRANDON FL 33511

Title	PRESIDENT
Name	EDGEMON, JACK L
Address	223 MORRISON RD.
City-State-Zip:	BRANDON FL 33511

Title	ASST. SECRETARY, CAO
Name	KIMINKI, DENISE A
Address	223 MORRISON ROAD
City-State-Zip:	BRANDON FL 33511

Title	SECRETARY, DIRECTOR
Name	BUSH, SHAWN D
Address	223 MORRISON ROAD
City-State-Zip:	BRANDON FL 33511

Continues on page 2

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: DENISE KIMINKI — ASST. SECRETARY, CAO — 04/03/2019

Electronic Signature of Signing Officer/Director Detail — Date

Officer/Director Detail Continued :

Title	DIRECTOR
Name	HAUSER, DAVID
Address	223 MORRISON ROAD
City-State-Zip:	BRANDON FL 33511

Title	DIRECTOR
Name	HUNTER, DONALD
Address	223 MORRISON ROAD
City-State-Zip:	BRANDON FL 33511

Title	DIRECTOR
Name	INCH, MARK
Address	223 MORRISON ROAD
City-State-Zip:	BRANDON FL 33511

Title	DIRECTOR
Name	MUHAMMAD, TADAR
Address	223 MORRISON ROAD
City-State-Zip:	BRANDON FL 33511

Title	MEMBER AT LARGE, DIRECTOR
Name	UPCHURCH, JAMES
Address	223 MORRISON ROAD
City-State-Zip:	BRANDON FL 33511

568 Northeast 255th Street
Cross City, Florida 32628

813.890.2175
866.528.2175
866.528.2175

PRIDE ENTERPRISES

Jefferson County, TX
Solicitation # IFB 19-062/YS
Bid Title: Term Contract for Inmate Shoes for Jefferson County

Attachment E

Current W-9 Form

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Prison Rehabilitative Industries & Diversified Enterprises Inc

2 Business name/disregarded entity name, if different from above

PRIDE Enterprises

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

223 Morrison Road

Requester's name and address (optional)

6 City, state, and ZIP code

Brandon, Florida 33511

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	9	–	2	1	6	7	0	1	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Peter J Radanovich Date ▶ 1/4/2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

568 Northeast 255th Street
Cross City, Florida 32628

813.890.2175
866.528.2175
866.528.2175

PRIDE ENTERPRISES

Jefferson County, TX
Solicitation # IFB 19-062/YS
Bid Title: Term Contract for Inmate Shoes for Jefferson County

Attachment F

Insurance Certificates

PRIDE
ENTERPRISES

To: TO WHOM IT MAY CONCERN

FROM: ROCCO FECKNO, INTERNAL AUDITOR

SUBJECT: INSURANCE COVERAGE

DATE: July 1, 2019

Prison Rehabilitative Industries and Diversified Enterprise, Inc, dba PRIDE Enterprises was incorporated December 14 1981 as a state sponsored, not-for-profit corporation acting as an instrumentality of the State of Florida pursuant to the provision of 946.501 through 946.525, Florida Statutes.

Pursuant to 946.510, the Florida Statutes, and pursuant to the applicable provisions of Chapter 284 the division of Risk Management of the Florida Department of Financial Services is authorized to insure PRIDE under the same general terms and conditions as the Department of Corrections (DC) was insured by the Division prior to PRIDE leasing the correctional work programs authorized under Chapter 946, Florida Statutes from the DC. Such an arrangement of insurance coverage does not allow for additional named insured's of loss payees and a certificate of insurance naming such is not available by Florida law. Pursuant to this statutory authorization, PRIDE has been provided the following coverage by the Division or Risk Management:

1. Fleet Automobile Liability Coverage: This coverage protects PRIDE from liability resulting from injury caused to the person or property of another through the negligent or wrongful operation of an automobile or other vehicle owned, operated or leased by PRIDE. Coverage is limited to two hundred thousand dollars ($200,000) for each person with a maximum of three hundred thousand dollars ($300,000) for each occurrence. Personal injury protection is provided at the rate of ten thousand dollars ($10,000) for each person, with a maximum of ten thousand dollars ($10,000) for each occurrence.

2. General Liability: PRIDE is covered through the Division of Risk Management for the liability resulting from injury caused to a third party or property from the negligent or wrongful act of an employee of PRIDE while operating in the scope of his employment. This liability coverage is limited to two hundred thousand dollars ($200,000) per person, and up to three hundred thousand dollars ($300,000) maximum for each occurrence.

3. Federal Civil Rights Liability: PRIDE has received coverage for complaints made against PRIDE and /or its employees for violations of a person's civil rights under Section 42 U.S.C> 1983. This coverage provides unlimited coverage for each person and unlimited coverage for each occurrence.

4. State Employee Workers' Compensation and Employer's Liability: PRIDE is entitled to workers' compensation coverage as set forth in the Workers' Compensation Law and to employer's legal liability coverage which PRIDE may become liable to pay as damages because of bodily injury by accident or disease including death, which are sustained by an employee and arise out of and in the course of employment with PRIDE. Compensation coverage is provided to comply with the employer's liability is provided up to two hundred thousand dollars ($200,000) each person and up to three hundred thousand dollars ($300,000) each occurrence.

Indemnification. Prison Rehabilitative Industries and Diversified Enterprises, Inc. d/b/a PRIDE Enterprises (PRIDE) is an instrumentality of the State of Florida, and as such has sovereign immunity under Florida law. PRIDE, as a sovereign immune entity, and without waiving the limits of sovereign immunity as set out in Section 768.28, Florida Statutes, agrees to indemnify and hold harmless another entity which possesses sovereign immunity under Florida law within the limits provided by Section 768.28(19), Florida Statutes, from and against any and all claims and liabilities for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the PRIDE, its agents, employees, or representatives.

DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT
TRUST FUND

Policy Number: AL-5900

Fleet Automobile Liability
Certificate of Coverage

Name Insured: Pride Enterprises

Automobile Liability Coverage provided pursuant to Chapter 284, Part II, Section 768.28, Florida Statutes, the Florida Vehicle No-Fault Law, and any rules promulgated thereunder.

Coverage Limits:

General Liability: **$200,000.00** each person
$300,000.00 each occurrence

Personal Injury: **$10,000.00** each person
$10,000.00 each occurrence

Inception Date: July 1, 2019

Expiration Date: July 1, 2020

DFS-D0-864
(REV. 7/17)

DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT

TRUST FUND

Policy Number: GL-5900

General Liability
Certificate of Coverage

Name Insured: Pride Enterprises

General Liability Coverage provided pursuant to Chapter 284, Part II, Section 768.28, Florida Statutes, and any rules promulgated thereunder.

Coverage Limits:

General Liability: **$200,000.00** each person

$300,000.00 each occurrence

Inception Date: July 1, 2019

Expiration Date: July 1, 2020

DFS-DO-863
(REV. 7/17)

DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT

TRUST FUND

Policy Number: FC-5900

Federal Civil Rights Liability and Employment Discrimination Certificate of Coverage

Name Insured: Pride Enterprises

Federal Civil Rights Liability Coverage provided pursuant to Chapter 284, Part II, Section 768.28, Florida Statutes, and any rules promulgated thereunder.

Federal Civil Rights:

Liability: **Unlimited** each person

Unlimited each occurrence

Inception Date: July 1, 2019

Expiration Date: July 1, 2020

DFS-D0-865
(REV. 7/17)

DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT

TRUST FUND

Policy Number: WC-5900

State Employee Workers' Compensation and Employer's Liability Certificate of Coverage

Name Insured: Pride Enterprises

Coverage Limits:

Coverage A - Compensation coverage is provided to comply with the applicable State Workers' Compensation, Occupational Disease Laws and any rule promulgated thereunder.

Coverage B **$200,000.00** each person
$300,000.00 each occurrence

Inception Date: July 1, 2019
Expiration Date: July 1, 2020

DFS-D0-867
(REV. 7/17)

568 Northeast 255th Street
Cross City, Florida 32628

813.890.2175
866.528.2175
866.528.2175

PRIDE ENTERPRISES

Jefferson County, TX
Solicitation # IFB 19-062/YS
Bid Title: Term Contract for Inmate Shoes for Jefferson County

Attachment G

Drug-Free Workplace Policy

Policy Number:	PRIDE ENTERPRISES	Effective Date:
206	PERSONNEL POLICY LETTER	6/1/2006
Prepared By:		Page Number:
Human Resources		1

SUBJECT: DRUG, NARCOTIC, AND ALCOHOL FREE WORKPLACE

SCOPE: All Employees

STATEMENT: The Company strives to maintain a safe and healthy work environment for its employees. In keeping with its efforts, the Company prohibits the use, sale, dispensing, possession, or manufacturing of illegal drugs and narcotics or alcoholic beverages on its premises. This prohibition also covers all legal or prescription drugs that impair an employee's ability to perform his/her job safely or properly.

POLICY: The Company is dependent upon the physical and psychological health of its employees to maintain a safe and efficient work environment for its employees. Illegal drug activity and drug or alcohol abuse of any kind on the part of an employee seriously jeopardizes the safety and well being of all employees. Therefore,

1. Employees are expected to comply with the standards set forth in this policy and all requirements outlined in the Department of Corrections Rules, Chapter 33-208.

2. The use of illegal drugs and narcotics or alcohol while on the job may adversely affect an employee's performance, jeopardize the safety of other employees, the reliability of the Company's operations and will result in disciplinary action up to and including termination of employment.

3. Selling or dispensing of illegal drugs, narcotics, controlled substances, or alcoholic beverages while on the job or on company premises is strictly prohibited and will result in immediate termination of employment.

4. Possession of illegal drugs and narcotics or alcoholic beverages while on the job or on company premises is prohibited and will result in disciplinary action up to and including termination of employment.

5. Any employee who pleads "nolo contendere" (no contest) or is placed on probation, or is convicted or found to be involved in off-the-job illegal drug activity will be considered in violation of this policy and subject to immediate termination of employment.

Approved By: President, PRIDE Enterprises

6. No employee shall report for duty or exercise supervision or control over any person while under the influence of a narcotic, barbiturate, hallucinogenic drug, central nervous system stimulant or an intoxicant. However, in the event any of the foregoing drugs is prescribed and administered to an employee, the employee shall report this information to the Department of Corrections (DC) Officer-in-Charge or DC District Supervisor and provide the individual with a prescription receipt detailing the type of medication, dosage and possible side effects. The employee must also provide his/her immediate supervisor a physician's statement indicating the necessity of the medication.

7. Employees are not allowed to carry intoxicants, narcotics, barbiturates, hallucinogenic drugs or central nervous system stimulants on to the institutional property or company premises. Institutional property includes parking lots.

8. Any employee reporting to work in a condition which gives rise to his/her supervisor's reasonably suspecting his/her use of drugs or alcohol, may be required to submit to a drug/alcohol screening, and if the test reveals that the employee has such substance in his/her system, the employee will be subject to disciplinary action up to and including termination of employment.

9. An employee may be tested if he/she is involved in a work-related accident causing injury to himself/herself or another employee that result in a lost-time incident or requires outside medical treatment.

10. Non-prescription medications and over-the-counter drugs:

   a. Since each individual institution has its own interpretation of what is considered contraband, employees should query their institutional training staff on specific procedures for that location.

   b. Unless otherwise told by the institution, those employees who use over-the-counter medications such as aspirin, Tylenol, allergy medications, etc., should only take what can be consumed for that workday. Additionally, these medications should be carried in their original packaging, so that they may be readily identifiable by company and/or Department of Corrections' supervisory staff.

POLICY GUIDELINES:

1. **Searches.**

   a. If there is reasonable suspicion that an employee has violated this policy, searches will be conducted to insure the work environment is free from illegal drugs and narcotics or alcohol. The searches at the workplace will include, but not be limited to, lockers, related personal areas and/or personal and company vehicles on company and/or Department of Corrections' premises.

   b. All illegal substances confiscated will be turned over to appropriate officials.

2. **Drug/Alcohol Screening.** Drug/Alcohol screens will be administered only by qualified personnel or qualified substance abuse clinics or laboratories.

   a. **Applicants:** Drug/Alcohol screening will be a requirement for all selected prospective company employees. Any individual who refuses testing for drugs, controlled substances and/or alcohol will be advised that the offer of employment that he/she received will be withdrawn in accordance with company policy. Offers of employment will be withdrawn should the results of the drug screen prove positive.

   b. **Suspicion:** Drug/Alcohol screening will be required if there is reasonable suspicion of a violation to this company policy. Evaluation of the incident and consequent approval and scheduling of screening will be made by the Human Resources Department. Consent to testing for suspected violations of this policy is required as a condition of continued employment. Refusal to participate in drug/alcohol screening will be considered insubordination and grounds for immediate termination of employment.

   c. **Random Drug Testing:** The Company must comply with current Federal Highway Regulations which require that all truck drivers (including other employees who are required to drive a truck on an as needed basis) participate in a Random Drug Testing Program. Refusal to participate in the random drug-testing program will result in immediate disciplinary action up to and including termination of employment. See Addendum 1 to this policy for detailed information concerning the Random Drug Testing Program for Truck Drivers.

3. **Policy Definitions**:

   a. **Controlled Substances** means any controlled substance, dangerous drug or intoxicating compound as defined under any federal or state law and includes, but is not limited to, narcotics, opiates, hallucinogens, stimulants, depressants and marijuana.

   b. **Illegal Drug or Illegal Controlled Substances** means any drug or controlled substance that is not legally obtainable under any applicable federal or state law or requires a physician's prescription for use.

4. **Employee Assistance Program (EAP):** Whenever possible, the Company will promote, encourage and support rehabilitation of employees who have drug, narcotic or alcohol abuse problems. An employee's decision to voluntarily seek assistance under the Employee's Assistance Program will not be used as the basis for corrective action nor will it be used against the employee. On the other hand, voluntary use of the Employee Assistance Program will not be a defense to the imposition of corrective action when facts proving a violation of this policy are otherwise obtained or developed.

   a. Employees who recognize the need for professional assistance will be encouraged to contact Human Resources, who will refer the employee to the appropriate outside agency for assistance.

   b. Employees may be granted a leave of absence, if necessary, to undertake treatment. This type of leave of absence may be taken either without pay or an employee may use available "paid time off" (PTO) hours.

   c. Employees enrolled in the Company's Medical Benefits Plan will be afforded financial assistance for the treatment of alcoholism and/or drug abuse. Refer to the "Your Group Benefit Plan" booklet, for information.

   d. Employees participating in the Employee Assistance Program must provide their immediate supervisor and Human Resources with:

      (1) Satisfactory proof of enrollment in an approved rehabilitative program.

      (2) Proof, as requested, of continued participation in an approved rehabilitative program.

      (3) Written documentation indicating completion of approved rehabilitative program.

Jackie Gingerich Executive
568 Northeast 255th Street
Cross City, Florida 32628

PRIDE ENTERPRISES

813.890.2175 ext 261
866.528.2175 fax
866.528.2175 office

Inmate Shoe Specifications:

Style: "Step-in" style
Color: Orange
Material: 100% medium-soft EVA (ethyl vinyl acetate); Antibacterial material.
Construction: One piece molding; 053 lbs per pair with attached Heel Strap– Material recyclable.
Venting: Multiple ventilation holes in toebox.
Insole: Ridges on surface to help hold the foot in place.
Outsole: Defined outsole ridges provides surface gripping and traction. Outsole is water resistant and non-marking. Slip resistant.
Sizes: Must be available in Sizes (3 - 15). Size labeled on the outsole of the shoe.
Cleaning: Shoes may be washed with warm water and soap.

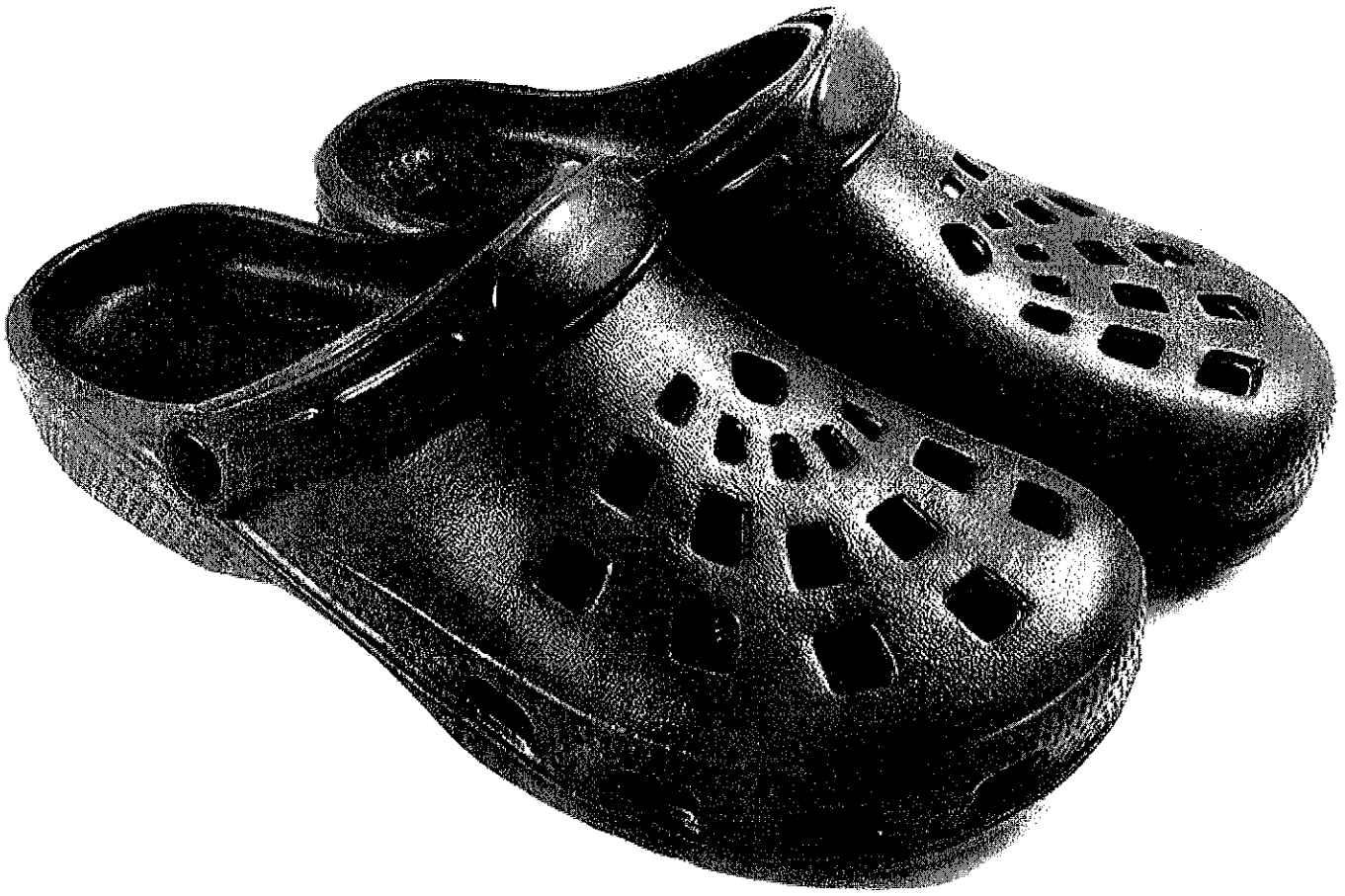


Figure 1 Inmate Shoe Step In Style

* DO NOT OPEN * SEALED BID * DO NOT OPEN *

BID TITLE: Term Contract for Inmate Shoes for Jefferson County
BID NUMBER: IFB 19-062/YS
DUE DATE /TIME: Wednesday, December 11, 2019, 11:00 AM CT

DELIVER TO: Attn: Deborah L. Clark, Purchasing Agent
Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

Company Name: Prison Rehabilitative Industries Diversified Enterprises, Inc., (d.b.a.) PRIDE Enterprises
Contact Name: Jason Brown
Address: 223 Morrison Road, Brandon, FL 33511
Email: bids@pride-enterprises.org
Phone: 877-283-6819

* DO NOT OPEN * SEALED BID * DO NOT OPEN *

SHIPPING
(727) 556 – 3300
PRIDE FOOTWEAR
382 SW MCI WAY
MADISON FL 32340 – 4430

3 LBS

1 OF 1

SHIP TO:
DEBORAH L. CLARK
(409) 835 – 8593
JEFFERSON COUNTY PURCHASING DPT.
1149 PEARL STREET, 1ST FLOOR
BEAUMONT TX 77701

RECEIVED 11:40 AM DEC 10 2019

TX 777 0 – 01

UPS 2ND DAY AIR

2

TRACKING #: 1Z 2W4 5X9 02 7133 4141

BILLING: P/P

REF 1:TERM CONTRACT FOR INMATE SHOES
REF 2:IFB – 19 – 062/YS

WS 21.0.23 Zebra ZP 450 20.0A 10/2019

SEE NOTICE ON REVERSE regarding UPS Terms, and notice of limitation of liability. Where allowed by law, shipper authorizes UPS to act as forwarding agent for export control and customs purposes. If exported from the US, shipper certifies that the commodities, technology or software were exported from the US in accordance with the Export Administration Regulations. Diversion contrary to law is prohibited.

WL1210

BID

ORIGINAL

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

November 12, 2019

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 19-062/YS, Term Contract for Inmate Shoes for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, https://www.co.jefferson.tx.us/Purchasing/ or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	**Term Contract for Inmate Shoes for Jefferson County**
BID NO:	**IFB 19-062/YS**
DUE DATE/TIME:	**11:00 AM CT, Wednesday, December 11, 2019**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701**

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us.

Jefferson County encourages Disadvantaged Business Enterprises to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – November 13, 2019 & November 20, 2019

IFB 19-062/YS
Term Contract for Inmate Shoes for Jefferson County
Bids due: 11:00 AM CT, Wednesday, December 11, 2019

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Bid Submissions:

Bidder is responsible for submitting:

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety.
- Two (2) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

Additionally, Bidder must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a response being declared as non-responsive.

https://www.co.jefferson.tx.us/Purchasing/

SHOE CORPORATION of BIRMINGHAM, INC.

Instructions to Bidders

1. Bid Submission

Bids must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of box shall also include the Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Late bids will not be accepted and will be returned unopened to the bidder.

All bids submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

2. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgment call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

3. Courthouse Security

Bidders are advised that all visitors to the Courthouse must pass through Security. **Bidders planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal.** Mondays and Tuesdays are particularly heavy days. Bidders are strongly urged to plan accordingly.

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

The County requests that bid submissions NOT be bound by staples or glued spines.

If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.

The bid shall be legally signed and shall include the complete address of the bidder.

Jefferson County is exempt from Federal and State Sales Taxes, and such taxes shall not be included in bid prices.

5. Signatures

All bids, notifications, claims, and statements must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

SHOE CORPORATION OF BIRMINGHAM, INC.

6. **County Holidays – 2019:**

January 1	Tuesday	New Year's
January 21	Monday	Martin Luther King, Jr. Day
February 18	Monday	President's Day
April 19	Friday	Good Friday
May 27	Monday	Memorial Day
July 4	Thursday	Independence Day
September 2	Monday	Labor Day
November 11	Monday	Veteran's Day
November 28 & 29	Thursday & Friday	Thanksgiving
December 24 & 25	Tuesday & Wednesday	Christmas
January 1, 2020	Wednesday	New Year's

7. **Rejection or Withdrawal**

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

8. **Emergency/Declared Disaster Requirements**

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

9. **Award**

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected. Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting

SHOE CORPORATION OF BIRMINGHAM, INC.

specifications is not a awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

10. Contract

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

11. Waiver of Subrogation

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

12. Fiscal Funding

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

13. Bid Results

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page (http://co.jefferson.tx.us/ purchasing/main.htm) as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

14. Changes and Addenda to Bid Documents

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

15. Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

16. Delivery

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

17. Interpretation of Bid and/or Contract Documents

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

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18. Currency

Prices calculated by the bidder shall be stated in U.S. dollars.

19. Pricing

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

20. Notice to Proceed/Purchase Order

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

21. Certification

By signing the offer section of the Offer and Acceptance page, bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.

22. Definitions

"County" – Jefferson County, Texas.

"Contractor" – The bidder whose proposal is accepted by Jefferson County.

23. Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

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General Conditions of Bidding and Terms of Contract

By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

1. Bidding

1.1 Bids. All bids must be submitted on the bid form furnished in this package.

1.2 Authorized Signatures. The bid must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.

1.3 Late Bids. Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 Withdrawal of Bids Prior to Bid Opening. A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 Withdrawal of Bids after Bid Opening. Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 Bid Amounts. Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 Exceptions and/or Substitutions. All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.8 Alternates. The Invitation for Bid and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 Descriptions. Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 Bid Alterations. Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 Tax Exempt Status. Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 Quantities. Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose

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intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.14 Silence of Specifications for Complete Units. All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

1.15 Addenda. Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

1.16 General Bid Bond/Surety Requirements. Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.17 General Insurance Requirements. Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.18 Responsiveness. A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 Responsible Standing of Bidder. To be considered for award, bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.20 Confidential/Proprietary Information

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder **must** clearly mark the applicable pages of Bidder's bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

1.21 Public Bid Opening. Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. Performance

2.1 Design, Strength, and Quality. Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

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2.2 Age and Manufacture. All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 Delivery Location. All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 Delivery Schedule. Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 Delivery Charges. All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

2.6 Installation Charges. All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 Operating Instructions and Training. Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

2.8 Storage. Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 Compliance with Federal, State, County, and Local Laws. Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA. The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 Patents and Copyrights. The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 Samples, Demonstrations and Testing. At Jefferson County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

2.13 Acceptability. All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 Maintenance. Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

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2.15 Material Safety Data Sheets. Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 Evaluation. Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves to right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

3.1 Purchase Orders. A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

3.2 Invoices. All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

3.3 Prompt Payment. In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the County of the merchandise ordered and of a valid invoice. Successful bidder(s) is required to pay subcontractors within ten (10) days after the successful bidder receives payment from the County.

3.4 Funding. Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. Contract

4.1 Contract Definition. The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful bidder and Jefferson County.

4.2 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and, upon agreement between vendor(s) and Jefferson County, may be renewed annually for up to four (4) additional years.

4.3 Change Order. No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.4 Price Re-determination. A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

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4.5 Termination. Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

4.6 Conflict of Interest. Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

4.7 Injuries or Damages Resulting from Negligence. Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

4.8 Interest by Public Officials. No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.9 Warranty. The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

4.10 Uniform Commercial Code. The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

4.11 Venue. This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

4.12 Sale, Assignment, or Transfer of Contract. The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

4.13 Silence of Specifications. The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

5. Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)

(1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.

(2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)

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Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a

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subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of $100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (I) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (I) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (I) of this section.

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(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding $100,000.

H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SHOE CORPORATION OF BIRMINGHAM, INC.

J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;
(b) Meeting contract performance requirements; or
(c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products/htm.

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

N. SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

SHOE CORPORATION of BIRMINGHAM, INC.

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply will all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

SHOE CORPORATION OF BIRMINGHAM, INC.

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall ensure that required parts of the bid are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Bidder is responsible for submitting one (1) *original* bid copy to include a completed copy of this specifications packet in its entirety; and two (2) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

All bids shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED BID." The outside of the envelope or box shall also include: Bid Number, Bid Name, Bid Due Date, Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

2. Vendor Registration: SAM (System for Award Management). CAGE CODE: 05WS7

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

Bidders are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Bid Submission.

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

FORM 1295 Exemptions: What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

SHOE CORPORATION OF BIRMINGHAM, INC.

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission) – CONTINUED

Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.
Vendors must enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

4. Multiple Vendor Award

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

5. Delivery

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County.

6. Payment

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

Invoices shall be submitted to: Jefferson County Auditing Department, Attention: Accounts Payable, 1149 Pearl Street, 7th floor, Beaumont, TX 77701.

7. Usage Reports

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

8. Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

SHOE CORPORATION OF BIRMINGHAM, INC.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	$1,000,000
Excess Liability	$1,000,000

Property Insurance (policy below that is applicable to this project):
Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation	Statutory Coverage (See Section Below)

9. Workers' Compensation Insurance

9.1 Definitions:

9.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

9.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

9.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.

9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

SHOE CORPORATION OF BIRMINGHAM, INC.

9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.

9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

SHOE CORPORATION OF BIRMINGHAM, INC.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us, regarding any questions or comments. Please reference bid number IFB 19-062/YS.

Scope

The intent of this bid is to establish an annual contract for the purchase of inmate shoes for use by the Jefferson County Correctional Facility.

Quantity of Inmate Shoes Ordered

2018

Size	Quantity
Small	120 pair
Medium	240 pair
Large	360 pair
X-Large	360 pair

2019

Size	Quantity
Small	120 pair
Medium	480 pair
Large	720 pair
X-Large	720 pair

Technical Specifications

All shoes must be new, unused, clean, first quality only (no irregulars or seconds will be accepted), and ready for immediate use, with no defects.

Contractor shall furnish all labor, personnel, service, supervision, freight, transportation, inside delivery and pick-up, materials, tools, supplies, and equipment necessary to perform the service and provide the product as requested.

Inmate Shoe Specifications:

Style: "Step-in" style

Color: Orange

Material: 100% medium-soft EVA (ethyl vinyl acetate); Antibacterial material.

Construction: One piece molding; 055 to 0.77 lbs per pair – lightweight to prevent use as a weapon. Material recyclable.

Venting: Multiple ventilation holes in toebox.

Insole: Ridges on surface to help hold the foot in place.

Outsole: Defined outsole ridges to offer surface gripping and traction. Outsole is to be water resistant and non-marking. Slip resistant.

Sizes: Must be available in Sizes (S – 3XL). Size must be clearly labeled on both the heel of the shoe and the outsole of the shoe.

Cleaning: Shoes may be washed (with warm water and soap).

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Packaging: Shipments must be packaged by the same size per package/box, with each pair individually wrapped.

Prices

This will be a firm fixed price contract. At the time of annual renewal, Vendor may request price increases based on documented manufacturers' increase.

Shipping/Handling

Contractor will be responsible for payment of all charges associated with the inside delivery, pick-up, transport, shipping and handling of all garments, products, supplies and materials ordered from this solicitation request. Deliveries will be F.O.B. Jefferson County at the destination indicated on each Purchase Order. Contractor shall retain title and control of all goods until they are delivered to designated sites and contract coverage has been completed. Jefferson County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

Minimum Orders

There are no minimum order requirements associated with this contract. Purchase orders for inmate clothing and supplies will be released to successful bidder(s) as required. Occasional small deliveries will be required, and the **successful bidder(s) shall be responsible for prompt delivery of any purchase. MINIMUM ORDER BIDS ARE NOT ACCEPTABLE.**

Quantities

The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the bid proposal are the best estimates. Quantities ordered may be increased or decreased as deemed necessary during the term of the contract.

Evaluation of Alternate Products

If an alternate product is offered, a catalog cut of that item shall be provided with your bid so that item can be evaluated as "or equal." Contractor must provide a sample at no cost to Jefferson County for evaluation purposes, upon request by the Jefferson County Purchasing Department.

Product Substitution

All products delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal.

Product Discontinuance

In the event a product and/or model is discontinued by the manufacturer, Jefferson County at its sole discretion may allow the awarded vendor to provide a substitute for the discontinued item. The awarded vendor shall request permission to substitute a new product and provide the following:

- Documentation from the manufacturer that the product or model has been discontinued.
- Documentation that names the replacement product or model.
- Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- Documentation confirming that the price for the replacement is the same or less than the discontinued product or model.

Random Sampling

Products may be tested on a random basis throughout the contract period for compliance with bid specifications. Defective or non-compliant products shipped to Jefferson County will be

SHOE CORPORATION OF BIRMINGHAM, INC.

returned to the awarded vendor. The awarded vendor will be responsible for handling, transportation, and pick-up of the defective or non-compliant products at there own expense. Awarded vendor will be required to ship at their own expense replacement products should such defects arise. In the event the awarded vendor is unable to provide the replacement products within the time frame specified by Jefferson County, the County reserves the right to purchase the requested products off contract and charge the awarded vendor the difference in cost from the contract amount and off contract purchase price.

Ordering Procedure

All orders require a valid Jefferson County Purchase Order Number prior to processing any request.

Delivery Time Period

All items shall be delivered within 30-45 calendar days unless otherwise specified. **Unless otherwise stated by the ordering department all shipments shall be made directly to the Jefferson County Correctional Facility. It shall be the bidder's responsibility to meet the County's delivery requirements, even if the bidder finds it necessary to purchase on the open market or incur additional freight costs. Jefferson County reserves the right to obtain items specified in this solicitation request on the open market in the event the bidder fails to make delivery in the time schedule specified and price differential will be charged against the awarded bidder.**

Shipping Documents

A packing list or other suitable shipping document shall accompany each shipment and shall show the 1) the name and address of Contractor, 2) name and address of the requesting department, 3) Jefferson County purchase order number, 4) description of product or material shipped, including item number, quantity, number of containers and package number, if applicable.

SHOE CORPORATION OF BIRMINGHAM, INC.

Bidder Information Form

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Name & Number: Term Contract for Inmate Shoes for Jefferson County, IFB 19-062/YS

Bidder's Company/Business Name: SHOE CORPORATION OF BIRMINGHAM, INC.

Bidder's TAX ID Number: #63-0635690

Contact Person: J. Wesley CALHOUN **Title:** President

Phone Number (with area code): 205-326-2800

Alternate Phone Number if available (with area code):

Fax Number (with area code): 205-326-2808

Email Address: PROCUREMENT@SHOECORP.COM

Mailing Address (Please provide a physical address for bid bond return, if applicable):

125-45th PLACE NORTH
Address

BIRMINGHAM, ALABAMA 35222
City, State, Zip Code

SHOE CORPORATION OF BIRMINGHAM, INC

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): _____, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

SHOE CORPORATION OF BIRMINGHAM, INC
Company Name

For clarification of this offer, contact:

125-45th PLACE NORTH
Address

BIRMINGHAM ALABAMA 35222
City State Zip

Signature of Person Authorized to Sign

J. Wesley CALHOUN
Printed Name

PRESIDENT
Title

J. Wesley CALHOUN
Name

205 326-2800
Phone

205 326-2808
Fax

PROCUREMENT@SHOECORP.COM
E-mail

Bidder Shall Return Completed Form with Offer.

SHOE CORPORATION OF BIRMINGHAM, INC.

Acceptance of Offer

The Offer is hereby accepted for the following items: Inmate Shoes for Jefferson County Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. IFB 19-062/YS, Term Contract for Inmate Shoes for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

SHOE CORPORATION OF BIRMINGHAM, INC.

Bid Form

Note to Bidders: Minimum Order Bids are NOT ACCEPTABLE.

Item	Unit	Description	Color	Size	Unit Price
1	Pair	Inmate Shoe	Orange	Small	$ 3.58 PR
			Orange	Medium	$ 3.58. PR
			Orange	Large	$ 3.68 . PR
			Orange	1 XL	$ 3.58. PR
			Orange	2 XL	$ 3.58. PR
			Orange	3 XL	$ 3.58. PR

SHOE CORP

#70774 - EVA STEP-IN

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

SHOE CORPORATION of BIRMINGHAM, INC.

Vendor References

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: TEXAS Dept OF CRIMINAL JUSTICE

Address: TWO FINANCIAL PLAZA SUITE 525 Huntsville, TX 77340

Contact Person and Title: TERI ZUNKER

Phone: 936-437-6072 Fax:

Email Address: TERI.ZUNKER@TDCJ.TEXAS.GOV Contract Period: 2010 - Present

Scope of Work: Supply Boots to inmates statewide value 1-1.5 million

REFERENCE TWO

Government/Company Name: Keefe / ACESS Group

Address: 10880 LINPAGE PLACE St Louis MO 63132

Contact Person and Title: Steve Fauss

Phone: 1-800-325-8998 Fax:

Email Address: SFAUSS@keefegroup.com Contract Period: 2003+ present

Scope of Work: Largest Commissary Group In USA

REFERENCE THREE

Government/Company Name: BALTIMORE Country, MARYLAND

Address: 400 WASHington AVE Towsen, MD 21204

Contact Person and Title: AMBER Butcher

Phone: 410-887-3887 Fax:

Email Address: AButcher@BALTIMORECOUNTYMD.GOV Contract Period: 2017- Present

Scope of Work: Two Contracts - 888 Shower Shoes & 6199 CANVAS Shoes

Bidder Shall Return Completed Form with Offer.

SHOE CORPORATION of BIRMINGHAM, INC.

Signature Page

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? ..... **Yes** ☒ **No** ☐

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

SHOE CORPORATION of BIRMINGHAM, INC Bidder (Entity Name)	 Signature
125-45th PLACE NORTH Street & Mailing Address	J. WESLEY CALHOUN Print Name
BIRMINGHAM, ALABAMA 35222 City, State & Zip	DECEMBER 10, 2019 Date Signed
205-326-2800 Telephone Number	205-326-2808 Fax Number
PROCUREMENT@SHOECORP.COM E-mail Address	

Bidder Shall Return Completed Form with Offer.

SHOE CORPORATION OF BIRMINGHAM, INC.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

NA

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

Signature of vendor doing business with the governmental entity

Date

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

SHOE CORPORATION OF BIRMINGHAM, INC.

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

NA

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

SHOE CORPORATION OF BIRMINGHAM, INC.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☒ No

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .

☐ Yes ☒ No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?

☐ Yes ☒ No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?

☐ Yes ☒ No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?

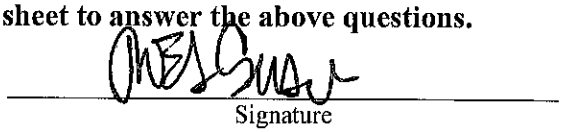
☐ Yes ☒ No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?

☐ Yes ☒ No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?

☐ Yes ☒ No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.** See Attached Letter

If "No" was selected, please explain and include any pertinent documentation with your bid.
If necessary, please use a separate sheet to answer the above questions.

J. Wesley CALHOUN
Printed Name of Authorized Representative


Signature

President
Title

DECEMBER 10, 2019
Date

Bidder Shall Return Completed Form with Offer.

SHOE CORPORATION OF BIRMINGHAM, INC.

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☒ No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: Shoe Corporation of Birmingham, Inc. HUB: p Yes (p No)

Address: 125-45th PLACE N Birmingham ALABAMA 35222
Street City State Zip

Phone (with area code): 205-326-2800 Fax (with area code): 205-326-2808

Project Title & No.: Inmate shoes IFB 19-062/YS

Prime Contract Amount: $ _____

HUB Subcontractor Name: NA

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed:

See Attached letter

J. Wesley CALHOUN	[signature]	DECEMBER 10, 2019
Printed Name of Contractor Representative	Signature of Representative	Date
NA	NA	NA
Printed Name of HUB	Signature of Representative	Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Bidder Shall Return Completed Form with Offer.

SHOE CORPORATION OF BIRMINGHAM, INC.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☒ No

Prime Contractor: SHOE CORPORATION OF BIRMINGHAM, INC HUB: ☐ Yes ☒ No

HUB Status (Gender & Ethnicity): NONE

Address: 125-4 ST N PLACE Birmingham ALABAMA 35222
Street City State Zip

Phone (with area code): 205-326-2800 Fax (with area code): 205-326-2808

Project Title & No.: Inmate Shoes IFB/RFP No.: IFB 19-062/YS

Total Contract: $ _____ Total HUB Subcontract(s): $ 0

Construction HUB Goals: 12.8% MBE:: 0 % 12.6% WBE: 0 %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

See Attached Letter

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: NONE

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Texas Bldg & Procurement Comm. ☐ Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

SHOE CORPORATION OF BIRMINGHAM, INC.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: NONE

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: NONE

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

All HUB Subcontractor Participation may be verified with the HUB Subcontractor(s) listed on Part I.

Bidder Shall Return Completed Form with Offer.

SHOE CORPORATION OF BIRMINGHAM, INC.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- ☐ All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☒ Other: See Attached Letter

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? ☐ Yes ☐ No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: NONE

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: NONE

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

SHOE CORPORATION OF BIRMINGHAM, INC.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

Subcontractor Name: NONE

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: NONE

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): J. WESLEY CALHOUN

Title: President

Signature: [signature]

Date: DECEMBER 10, 2019

E-mail address: PROCUREMENT@SHOECORP.COM

Contact person that will be in charge of invoicing for this project:

Name (print or type): Michelle Finney

Title: V President

Date: DECEMBER 10, 2019

E-mail address: MFinney@Shoecorp.com

Bidder Shall Return Completed Form with Offer.

SHOE CORPORATION OF BIRMINGHAM, INC.

Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that _____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

☒ I certify that SHOE CORPORATION of Birmingham, INC. [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Birmingham ALABAMA (city and state).

Taxpayer Identification Number (T.I.N.):	63-0635690
Company Name submitting bid/proposal:	SHOE CORPORATION OF BIRMINGHAM, INC
Mailing address:	125-45th PLACE N Birmingham ALABAMA 35222
If you are an individual, list the names and addresses of any partnership of which you are a general partner: NA	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**
NONE	

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder Shall Return Completed Form with Offer.

SHOE CORPORATION OF BIRMINGHAM, INC.

House Bill 89 Verification

I, J. Wesley CALHOUN, the undersigned representative of (company or business name) SHOE CORPORATION OF BIRMINGHAM, INC. (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Signature of Company Representative

December 10, 2019
Date

On this 10 day of December, 2019, personally appeared

J. Wesley CALHOUN President, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

Notary Signature

December 10, 2019
Date

My Commission Expires
November 18, 2020

Bidder Shall Return Completed Form with Offer.

SHOE CORPORATION OF BIRMINGHAM, INC.

Senate Bill 252 Certification

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

SHOE CORPORATION OF BIRMINGHAM, INC.
Company Name

IFB 19-062/YS INMATE SHOES
IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

Bidder Shall Return Completed Form with Offer.

SHOE CORPORATION OF BIRMINGHAM, INC.

Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF ALABAMA COUNTY OF Jefferson

BEFORE ME, the undersigned authority, a Notary Public in and for the State of ALABAMA,

on this day personally appeared J. WESLEY CALHOUN PRESIDENT (name), who

after being by me duly sworn, did depose and say:

"I, J. WESLEY CALHOUN (name) am a duly authorized officer of/agent

for SHOE CORPORATION OF BIRMINGHAM, INC. (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said SHOE CORPORATION OF BIRMINGHAM, INC. (name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: SHOE CORPORATION OF BIRMINGHAM, INC.
125-45th PLACE NORTH BIRMINGHAM, ALABAMA 35222

Fax: 205-326-2808 Telephone# 205-326-2800

by: J. WESLEY CALHOUN (print name) Title: PRESIDENT

Signature: J. W. Calhoun

SUBSCRIBED AND SWORN to before me by the above-named J. WESLEY CALHOUN PRESIDENT on

this the 10 day of DECEMBER, 2019.

My Commission Expires
November 18, 2020

Notary Public in and for
the State of ALABAMA

Bidder Shall Return Completed Form with Offer.

125-45th Place North, Birmingham, Alabama 35222
Toll Free 1-800-227-4934 Phone 205-326-2800 Fax 205-326-2808

RECYCLE CERTIFICATE

THIS IS TO CERTIFY THAT WE ARE USING RECYCLED MATERIALS IN THE MANUFACTURING OF OUR SHOES AND IN OUR BOXES AND PACKAGING MATERIALS TO THE MAXIMUN PER CENT AND STILL MAINTAIN OUR QUALITY PRODUCTS.

CANVAS SHOE STYLES

#393; #493; #540; #440; #326; #1011; #1012; #1024; #1030; #1150; #4049; #6199

UPPER: 20% RECYCLED MATERIALS

LINIING: 15% RECYCLED MATERIALS

OUTSOLE: 10% RECYCLED MATERIALS

23% IS CONSIDERED THE RECYCLED CONTENT OF THE ENTIRE COST OF OUR CANVAS SHOES, INCLUDING THE PACKAGING.

LEATHER BOOT / SHOE STYLES:

#N193; #N194; #5050; #5055; #5087; #9750; #8740 #21; #5000; #1206; #2400; #2500; #2600; #2700; #2800; #2900; #3000; #3700; #42292; #41192; #622; #V995

UPPER: 5% RECYCLED MATERIALS

LINING: 10% RECYCLED MATERIALS

OUTSOLE: 20% RECYCLED MATERIALS

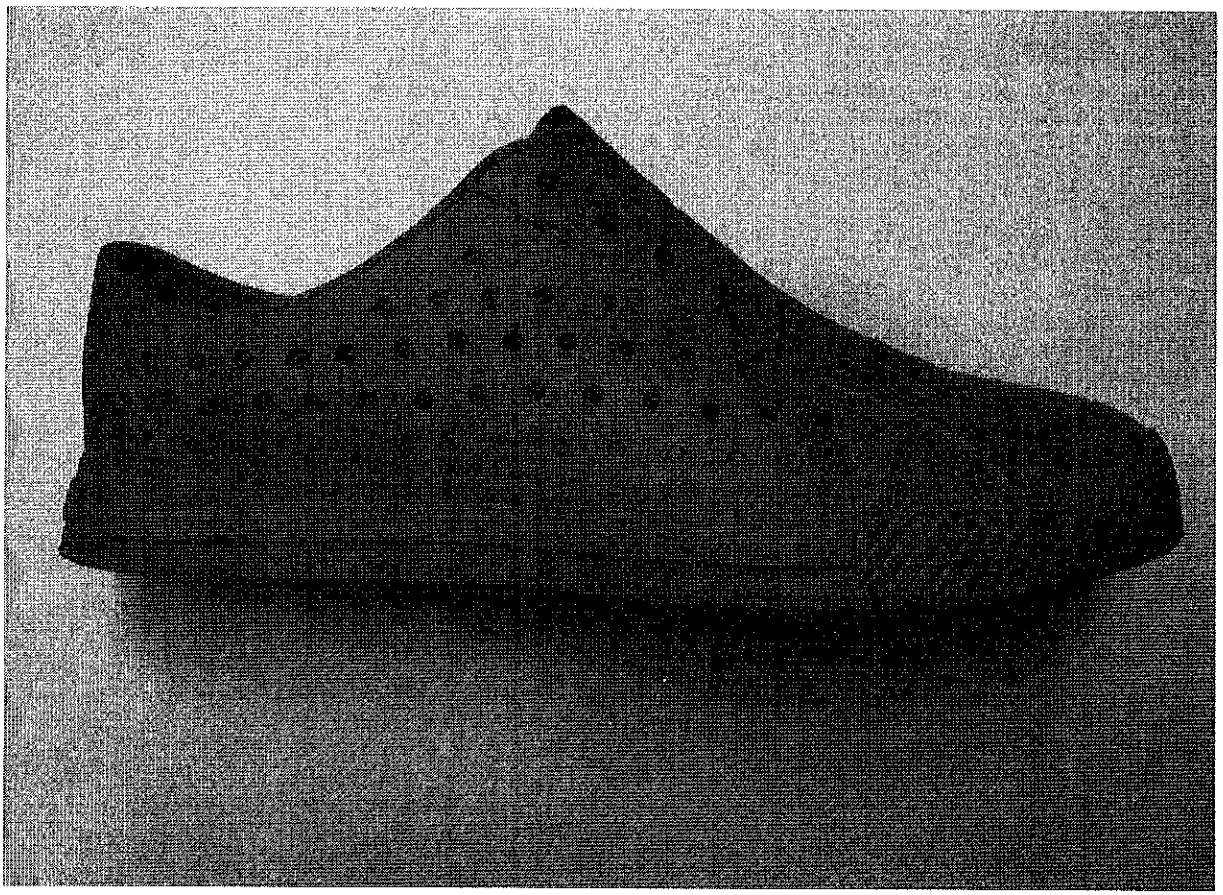
20% IS CONSIDERED THE RECYCLE CONTENT OF THE ENTIRE COST OF LEATHER BOOTS / SHOES, INCLUDING THE PACKAGING.

*** SHOWER SHOES; VINYL BOOTS / STYLES:

#SC111; #555; #888; #V722; #722; #777; #1200; #502; #V5050; #11051V; #11052X; #2380; #70774

MADE OF PVC; PLASTIC; OR EVA AND THE RECYCLE CONTENT IS 50%

55% IS THE RECYCLED CONTENT OF THE ENTIRE COST OF SHOWER SHOES INCLUDING THE PACKAGING.



#70774 EVA STEP-IN

MOLDED FROM LIGHT WEIGHT 100% EVA MATERIAL. DETERS USE AS A WEAPON.
SKID RESISTANT; NON-MARKING; ODOR RESISTANT; AND WATERPROOF.
MAYBE WORN INDOORS OR OUTDOORS.
MOLDED IN ARCH SUPPORT WITH FOOT MASSAGING DOTS IN THE FOOT SOLE AREA.
TOP AND SIDE VENTS FOR AIR CIRCULATION IN THE FOOT BED AREA.

SIZES MARKED IN THE HEEL FOR EASY INVENTORY AND STORAGE.
SIZES: SMALL (5 - 6); MEDIUM (7 -8); LARGE (9 -10); X-LARGE (11 -12); 2X-LARGE (13 -14); 3X-LARGE (15 -16)

ORANGE IN COLOR
PACKAGED 12 PAIR SAME SIZE TO A CASE.

125-45th Place North, Birmingham, Alabama 35222
Toll Free 1-800-227-4934 Phone 205-326-2800 Fax 205-326-2808

PRODUCT GUARANTEE

We, at Shoe Corporation of Birmingham, Inc., are proud to offer Our products which are manufactured in the USA and Main Land China.

The products are utilized in many different environments, in both America and in Canada.

We guarantee all of our products against manufacturing workmanship defects of new shoes and defects that affect the normal life expectancy Of normal wear.

Our policy for over 30 years is to be reasonable with any defect and to give credit or replacement to any of our products which have manufacturing defects.

Sincerely,

J. Wesley Calhoun, President
Shoe Corporation of Birmingham, Inc.
1-800-227-4934

E-Verify

Company ID Number: 513798

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer SHOE CORPORATION OF BIRMINGHAM, INC.	
MICHELLE FINNEY	
Name (Please Type or Print)	Title
Electronically Signed	**03/01/2012**
Signature	Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	**03/01/2012**
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	SHOE CORPORATION OF BIRMINGHAM, INC.
Company Facility Address	125 45TH PLACE NORTH BIRMINGHAM, AL 35222
Company Alternate Address	
County or Parish	JEFFERSON
Employer Identification Number	630635690

E-Verify

Company ID Number: 513798

North American Industry Classification Systems Code:	423
Administrator:	
Number of Employees:	10 to 19
Number of Sites Verified for:	1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- ALABAMA 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	MICHELLE FINNEY		
Telephone Number:	(205) 397 - 4261	Fax Number:	(205) 326 - 2800
E-mail Address:	mfinney@shoecorp.com		

125-45th Place North, Birmingham, Alabama 35222
Toll Free 1-800-227-4934 Phone 205-326-2800 Fax 205-326-2808

RE: Petition for Waiver of MBE/WBE Participation

To Whom It May Concern;

Shoe Corporation of Birmingham, Inc., d/b/a Shoe Corp, request a Waiver of any MBE/WBE Participation requirements for this contract.

The specification and necessary requirements for performing the contract, make it impossible or economically infeasible to divide the contract to enable the contractor (Shoe Corp) to utilize MBE's and/or WBE's in accordance with the applicable participation.

Shoe Corp is a major importer of Inmate Footwear. Our products are received to our warehouse in a completed form. We preform only unloading / warehousing / shipping functions in our Birmingham, Alabama location (only).

In qualifying a suitable partner / sub, we do not have any honest work, which they could / can perform. It would only be a pass-through or kickback to the partner / sub. Kickbacks and pass-throughs are illegal in most States.

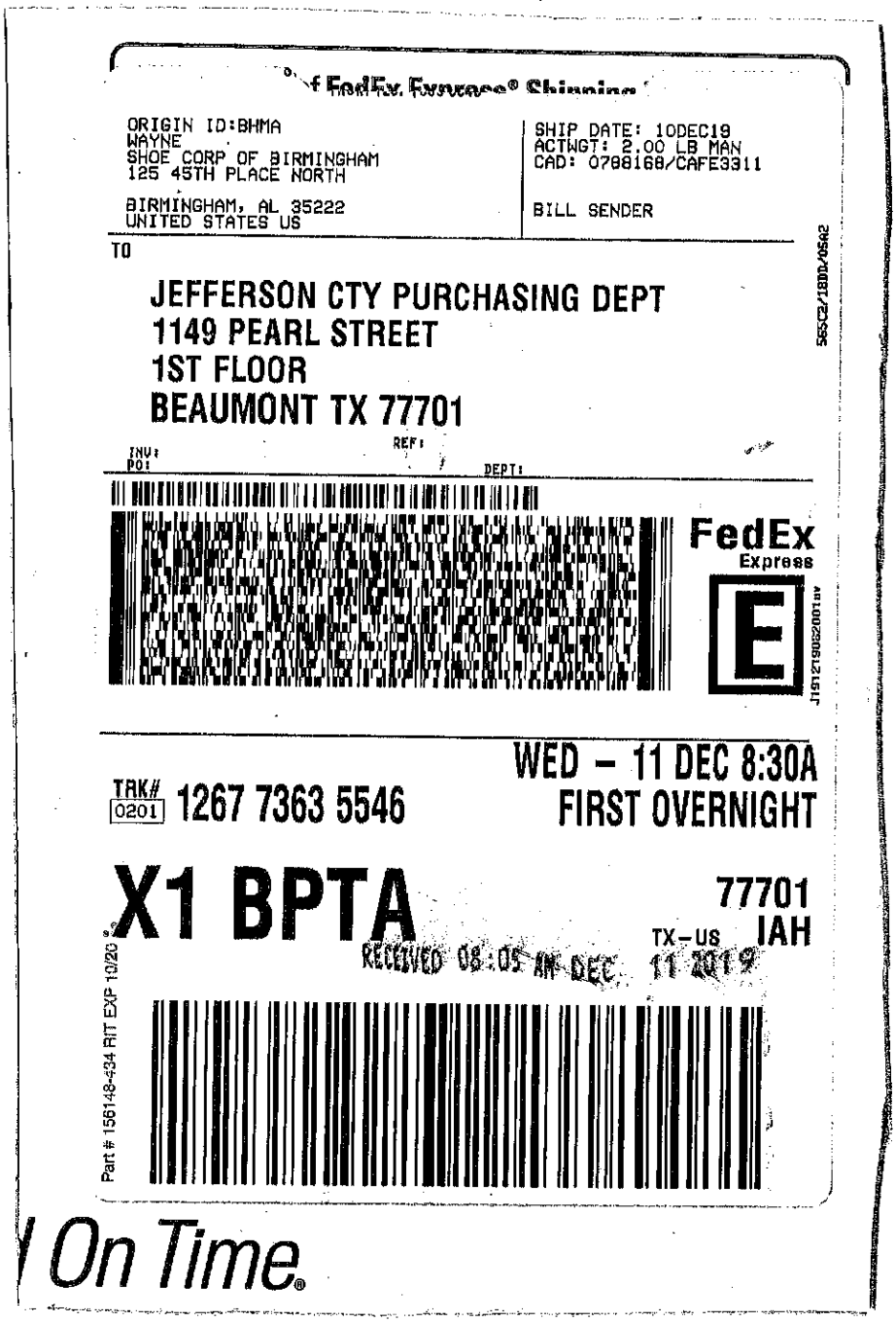
We, then, fulfill customer orders and shipped by LTL Common Carriers or by FedEx / UPS.

As you can see, there is no way to divide the work / process so MBE's and/or WBE's may have work from this contract.

Thank you for your consideration.

Sincerely,

J. Wesley Calhoun
President



FedEx Express® Shipping

ORIGIN ID:BHMA
WAYNE
SHOE CORP OF BIRMINGHAM
125 45TH PLACE NORTH

BIRMINGHAM, AL 35222
UNITED STATES US

SHIP DATE: 10DEC19
ACTWGT: 2.00 LB MAN
CAD: 0708168/CAFE3311

BILL SENDER

TO

JEFFERSON CTY PURCHASING DEPT
1149 PEARL STREET
1ST FLOOR
BEAUMONT TX 77701

INV:
PO:
REF:
DEPT:

565C2/1800/0542

FedEx Express

J1912190820001av

TRK# 0201 1267 7363 5546

WED – 11 DEC 8:30A
FIRST OVERNIGHT

X1 BPTA

77701
IAH
TX-US

RECEIVED 08:05 AM DEC 11 2019

Part # 156148-434 RIT EXP 10/20

On Time®

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

November 12, 2019

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 19-062/YS, Term Contract for Inmate Shoes for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, https://www.co.jefferson.tx.us/Purchasing/ or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	**Term Contract for Inmate Shoes for Jefferson County**
BID NO:	**IFB 19-062/YS**
DUE DATE/TIME:	**11:00 AM CT, Wednesday, December 11, 2019**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701**

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us.

Jefferson County encourages Disadvantaged Business Enterprises to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – November 13, 2019 & November 20, 2019

IFB 19-062/YS
Term Contract for Inmate Shoes for Jefferson County
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Bid Submissions:

Bidder is responsible for submitting:

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety.
- Two (2) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

Additionally, Bidder must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a response being declared as non-responsive.

https://www.co.jefferson.tx.us/Purchasing/

Instructions to Bidders

1. Bid Submission

Bids must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of box shall also include the Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Late bids will not be accepted and will be returned unopened to the bidder.

All bids submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

2. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgment call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

3. Courthouse Security

Bidders are advised that all visitors to the Courthouse must pass through Security. **Bidders planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal.** Mondays and Tuesdays are particularly heavy days. Bidders are strongly urged to plan accordingly.

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

The County requests that bid submissions NOT be bound by staples or glued spines.

If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.

The bid shall be legally signed and shall include the complete address of the bidder.

Jefferson County is exempt from Federal and State Sales Taxes, and such taxes shall not be included in bid prices.

5. Signatures

All bids, notifications, claims, and statements must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

6. **County Holidays – 2019:**

January 1	Tuesday	New Year's
January 21	Monday	Martin Luther King, Jr. Day
February 18	Monday	President's Day
April 19	Friday	Good Friday
May 27	Monday	Memorial Day
July 4	Thursday	Independence Day
September 2	Monday	Labor Day
November 11	Monday	Veteran's Day
November 28 & 29	Thursday & Friday	Thanksgiving
December 24 & 25	Tuesday & Wednesday	Christmas
January 1, 2020	Wednesday	New Year's

7. **Rejection or Withdrawal**

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

8. **Emergency/Declared Disaster Requirements**

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

9. **Award**

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected. Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting

specifications is not a awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

10. Contract

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

11. Waiver of Subrogation

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

12. Fiscal Funding

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

13. Bid Results

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page (http://co.jefferson.tx.us/ purchasing/main.htm) as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

14. Changes and Addenda to Bid Documents

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

15. Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

16. Delivery

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

17. Interpretation of Bid and/or Contract Documents

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

18. Currency

Prices calculated by the bidder shall be stated in U.S. dollars.

19. Pricing

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

20. Notice to Proceed/Purchase Order

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

21. Certification

By signing the offer section of the Offer and Acceptance page, bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.

22. Definitions

"County" – Jefferson County, Texas.

"Contractor" – The bidder whose proposal is accepted by Jefferson County.

23. Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

General Conditions of Bidding and Terms of Contract

By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

1. Bidding

1.1 Bids. All bids must be submitted on the bid form furnished in this package.

1.2 Authorized Signatures. The bid must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.

1.3 Late Bids. Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 Withdrawal of Bids Prior to Bid Opening. A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 Withdrawal of Bids after Bid Opening. Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 Bid Amounts. Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 Exceptions and/or Substitutions. All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.8 Alternates. The Invitation for Bid and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 Descriptions. Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 Bid Alterations. Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 Tax Exempt Status. Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 Quantities. Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose

intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.14 Silence of Specifications for Complete Units. All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

1.15 Addenda. Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

1.16 General Bid Bond/Surety Requirements. Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.17 General Insurance Requirements. Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.18 Responsiveness. A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 Responsible Standing of Bidder. To be considered for award, bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.20 Confidential/Proprietary Information

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder **must** clearly mark the applicable pages of Bidder's bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

1.21 Public Bid Opening. Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. Performance

2.1 Design, Strength, and Quality. Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

2.2 Age and Manufacture. All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 Delivery Location. All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 Delivery Schedule. Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 Delivery Charges. All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

2.6 Installation Charges. All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 Operating Instructions and Training. Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

2.8 Storage. Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 Compliance with Federal, State, County, and Local Laws. Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA. The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 Patents and Copyrights. The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 Samples, Demonstrations and Testing. At Jefferson County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

2.13 Acceptability. All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 Maintenance. Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

2.15 Material Safety Data Sheets. Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 Evaluation. Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves to right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

3.1 Purchase Orders. A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

3.2 Invoices. All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

3.3 Prompt Payment. In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the County of the merchandise ordered and of a valid invoice. Successful bidder(s) is required to pay subcontractors within ten (10) days after the successful bidder receives payment from the County.

3.4 Funding. Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. Contract

4.1 Contract Definition. The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful bidder and Jefferson County.

4.2 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and, upon agreement between vendor(s) and Jefferson County, may be renewed annually for up to four (4) additional years.

4.3 Change Order. No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.4 Price Re-determination. A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

4.5 Termination. Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

4.6 Conflict of Interest. Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

4.7 Injuries or Damages Resulting from Negligence. Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

4.8 Interest by Public Officials. No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.9 Warranty. The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

4.10 Uniform Commercial Code. The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

4.11 Venue. This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

4.12 Sale, Assignment, or Transfer of Contract. The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

4.13 Silence of Specifications. The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

5. Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)

(1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.

(2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a

subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of $100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (I) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (I) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (I) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding $100,000.

H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;
(b) Meeting contract performance requirements; or
(c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products/htm.

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

N. SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply will all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall ensure that required parts of the bid are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Bidder is responsible for submitting one (1) *original* bid copy to include a completed copy of this specifications packet in its entirety; and two (2) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

All bids shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED BID." The outside of the envelope or box shall also include: Bid Number, Bid Name, Bid Due Date, Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

2. Vendor Registration: SAM (System for Award Management).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

Bidders are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Bid Submission.

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

FORM 1295 Exemptions: What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission) – CONTINUED

Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.
Vendors must enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

4. Multiple Vendor Award

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

5. Delivery

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County.

6. Payment

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

Invoices shall be submitted to: Jefferson County Auditing Department, Attention: Accounts Payable, 1149 Pearl Street, 7th floor, Beaumont, TX 77701.

7. Usage Reports

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

8. Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	$1,000,000
Excess Liability	$1,000,000

Property Insurance (policy below that is applicable to this project):
Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation	Statutory Coverage (See Section Below)

9. Workers' Compensation Insurance

9.1 Definitions:

9.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

9.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

9.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.

9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.

9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us, regarding any questions or comments. Please reference bid number IFB 19-062/YS.

Scope

The intent of this bid is to establish an annual contract for the purchase of inmate shoes for use by the Jefferson County Correctional Facility.

Quantity of Inmate Shoes Ordered

2018

Size	Quantity
Small	120 pair
Medium	240 pair
Large	360 pair
X-Large	360 pair

2019

Size	Quantity
Small	120 pair
Medium	480 pair
Large	720 pair
X-Large	720 pair

Technical Specifications

All shoes must be new, unused, clean, first quality only (no irregulars or seconds will be accepted), and ready for immediate use, with no defects.

Contractor shall furnish all labor, personnel, service, supervision, freight, transportation, inside delivery and pick-up, materials, tools, supplies, and equipment necessary to perform the service and provide the product as requested.

Inmate Shoe Specifications:

Style: "Step-in" style

Color: Orange

Material: 100% medium-soft EVA (ethyl vinyl acetate); Antibacterial material.

Construction: One piece molding; 055 to 0.77 lbs per pair – lightweight to prevent use as a weapon. Material recyclable.

Venting: Multiple ventilation holes in toebox.

Insole: Ridges on surface to help hold the foot in place.

Outsole: Defined outsole ridges to offer surface gripping and traction. Outsole is to be water resistant and non-marking. Slip resistant.

Sizes: Must be available in Sizes (S – 3XL). Size must be clearly labeled on both the heel of the shoe and the outsole of the shoe.

Cleaning: Shoes may be washed (with warm water and soap).

Packaging: Shipments must be packaged by the same size per package/box, with each pair individually wrapped.

Prices

This will be a firm fixed price contract. At the time of annual renewal, Vendor may request price increases based on documented manufacturers' increase.

Shipping/Handling

Contractor will be responsible for payment of all charges associated with the inside delivery, pick-up, transport, shipping and handling of all garments, products, supplies and materials ordered from this solicitation request. Deliveries will be F.O.B. Jefferson County at the destination indicated on each Purchase Order. Contractor shall retain title and control of all goods until they are delivered to designated sites and contract coverage has been completed. Jefferson County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

Minimum Orders

There are no minimum order requirements associated with this contract. Purchase orders for inmate clothing and supplies will be released to successful bidder(s) as required. Occasional small deliveries will be required, and the **successful bidder(s) shall be responsible for prompt delivery of any purchase. MINIMUM ORDER BIDS ARE NOT ACCEPTABLE.**

Quantities

The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the bid proposal are the best estimates. Quantities ordered may be increased or decreased as deemed necessary during the term of the contract.

Evaluation of Alternate Products

If an alternate product is offered, a catalog cut of that item shall be provided with your bid so that item can be evaluated as "or equal." Contractor must provide a sample at no cost to Jefferson County for evaluation purposes, upon request by the Jefferson County Purchasing Department.

Product Substitution

All products delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal.

Product Discontinuance

In the event a product and/or model is discontinued by the manufacturer, Jefferson County at its sole discretion may allow the awarded vendor to provide a substitute for the discontinued item. The awarded vendor shall request permission to substitute a new product and provide the following:

- Documentation from the manufacturer that the product or model has been discontinued.
- Documentation that names the replacement product or model.
- Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- Documentation confirming that the price for the replacement is the same or less than the discontinued product or model.

Random Sampling

Products may be tested on a random basis throughout the contract period for compliance with bid specifications. Defective or non-compliant products shipped to Jefferson County will be

returned to the awarded vendor. The awarded vendor will be responsible for handling, transportation, and pick-up of the defective or non-compliant products at there own expense. Awarded vendor will be required to ship at their own expense replacement products should such defects arise. In the event the awarded vendor is unable to provide the replacement products within the time frame specified by Jefferson County, the County reserves the right to purchase the requested products off contract and charge the awarded vendor the difference in cost from the contract amount and off contract purchase price.

Ordering Procedure

All orders require a valid Jefferson County Purchase Order Number prior to processing any request.

Delivery Time Period

All items shall be delivered within 30-45 calendar days unless otherwise specified. **Unless otherwise stated by the ordering department all shipments shall be made directly to the Jefferson County Correctional Facility. It shall be the bidder's responsibility to meet the County's delivery requirements, even if the bidder finds it necessary to purchase on the open market or incur additional freight costs. Jefferson County reserves the right to obtain items specified in this solicitation request on the open market in the event the bidder fails to make delivery in the time schedule specified and price differential will be charged against the awarded bidder.**

Shipping Documents

A packing list or other suitable shipping document shall accompany each shipment and shall show the 1) the name and address of Contractor, 2) name and address of the requesting department, 3) Jefferson County purchase order number, 4) description of product or material shipped, including item number, quantity, number of containers and package number, if applicable.

Bidder Information Form

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Name & Number: Term Contract for Inmate Shoes for Jefferson County, IFB 19-062/YS

Bidder's Company/Business Name: Uniforms Manufacturing of AZ

Bidder's TAX ID Number: 84-2097457

Contact Person: Dianna Kane **Title:** Bids and Contracts

Phone Number (with area code): 480-809-3699 x102

Alternate Phone Number if available (with area code):

Fax Number (with area code): 480-368-8556

Email Address: dianna@unidirect.com

Mailing Address (Please provide a physical address for bid bond return, if applicable):

2401 W. Behrend Dr Ste L-19
Address

Phoenix AZ 85027
City, State, Zip Code

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): _____, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Uniforms Manufacturing of AZ
Company Name

For clarification of this offer, contact:

2401 W. Behrend Dr #L-69
Address

Dianna Kane
Name

Phoenix AZ 85027
City State Zip

480-809-3699 480-368-8556
Phone Fax

Dianna Kane
Signature of Person Authorized to Sign

diana@unidirect.com
E-mail

Dianna Kane
Printed Name

Bids and Contracts
Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Inmate Shoes for Jefferson County Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. IFB 19-062/YS, Term Contract for Inmate Shoes for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Note to Bidders: Minimum Order Bids are NOT ACCEPTABLE.

Item	Unit	Description	Color	Size	Unit Price
1	Pair	Inmate Shoe	Orange	Small	$ 4.49
			Orange	Medium	$ 4.49
			Orange	Large	$ 4.49
			Orange	1 XL	$ 4.49
			Orange	2 XL	$ 4.49
			Orange	3 XL	$ 5.49

Acknowledgment of Addenda (if any):

Addendum 1 N/A Date Received DK

Addendum 2 N/A Date Received DK

Addendum 3 N/A Date Received DK

Bidder Shall Return Completed Form with Offer.

Vendor References

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: See Attached

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

Bidder Shall Return Completed Form with Offer.

Uniforms Manufacturing of AZ

2401 W. Behrend Drive, Ste L-69
Phoenix, AZ 85027
Phone: (480) 368-9316 ♦ Fax: (480) 368-8556

#70774 Eva Step In

- Molded from light weight 100% Eva material.
- Construction deters use as a weapon.
- Skid resistant, non-marking, odor resistant, and waterproof.
- May be worn indoors or outdoors.
- Sizes marked in the heel for easy inventory and storage.
- A molded in arch support with foot massaging dots in the foot sole area.
- Top and side vents for air circulation in the foot bed area.
- Sizes: Small 5-6, Medium 7-8, Large 9-10, X Large 11-12, XX Large 13-14, XXX Large 15-16
- Orange in color.
- Packaged 12 pair same size to a case.

Uniforms Manufacturing Inc.

CUSTOMER REFERENCES

Philadelphia Prison System
8201 State Road, 2nd Floor
Philadelphia, PA 19136
(215) 685-8640 Phone
(215) 333-4706 Fax
Commodities sold: Various forms of industrial wearing apparel

Commonwealth of Virginia
Division of Purchasing & Supply
1111 East Broad Street
Richmond, VA 23218-1199
(804) 786-0079 Phone
(804) 786-0223 Fax
Precious Walters
Commodity sold: State contract for wearing apparel

County of Los Angeles
ISD Central Purchasing
1100 N. Eastern Ave
Los Angeles, CA 90063
Minerva Corral
323-267-2716
Commodity sold: Various forms of wearing apparel

County of Hudson
567 Pavonia Ave
Jersey City, NJ 07306
201-795-5600
Commodity sold: Inmate Apparel

Signature Page

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? ..... **Yes** ☒ **No** ☐

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

Uniforms Manufacturing of AZ
Bidder (Entity Name)

Dianna Kane
Signature

2401 W. Behrend Dr #L-69
Street & Mailing Address

Dianna Kane
Print Name

Phoenix AZ 85027
City, State & Zip

12-10-19
Date Signed

480-809-3699 x 102
Telephone Number

480-368-8556
Fax Number

dianna@emadirect.com
E-mail Address

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

N/A

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

N/A

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☑ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☑ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

Signature of vendor doing business with the governmental entity

Date

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

N/A

2 **Office Held**

N/A

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

N/A

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

N/A

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☒ No

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .

☐ Yes ☐ No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?

☐ Yes ☐ No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?

☐ Yes ☐ No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?

☐ Yes ☐ No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?

☐ Yes ☐ No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?

☐ Yes ☐ No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If "No" was selected, please explain and include any pertinent documentation with your bid. If necessary, please use a separate sheet to answer the above questions.

Dianna Kane
Printed Name of Authorized Representative

Dianna Kane
Signature

Bids and Contracts
Title

12-10-19
Date

Bidder Shall Return Completed Form with Offer.

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☒ No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: N/A HUB: p Yes p No

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Diana Kane	Diana Kane	12-10-19
Printed Name of Contractor Representative	Signature of Representative	Date
_____	_____	_____
Printed Name of HUB	Signature of Representative	Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☒ No

Prime Contractor: N/A HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: $ _____ Total HUB Subcontract(s): $ _____

Construction HUB Goals: 12.8% MBE:: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Texas Bldg & Procurement Comm. ☐ Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

All HUB Subcontractor Participation may be verified with the HUB Subcontractor(s) listed on Part I.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- ☐ All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☒ HUBs were unavailable for the following trade(s):
- ☐ Other: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? ☐ Yes ☐ No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: N/A

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: N/A

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: N/A

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: N/A

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required.** I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): Dianna Kane

Title: Bids and Contracts

Signature: Dianna Kane

Date: 12-10-19

E-mail address: dianna@umidirect.com

Contact person that will be in charge of invoicing for this project:

Name (print or type): Veronica Cook

Title: Customer Service Rep

Date: 12-10-19

E-mail address: veronica@umidirect.com

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that _____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

☒ I certify that Uniforms Manufacturing of AZ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Phoenix Arizona (city and state).

Taxpayer Identification Number (T.I.N.):	
Company Name submitting bid/proposal:	
Mailing address:	
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder Shall Return Completed Form with Offer.

House Bill 89 Verification

I, Dianna Kane, the undersigned representative of (company or business name) Uniforms Manufacturing of AZ (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Dianna Kane
Signature of Company Representative

12-10-19
Date

On this 10 day of December, 2019, personally appeared Dianna Kane, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

Susan Polo
Notary Signature

12/10/19
Date

SUSAN POLO
NOTARY PUBLIC, ARIZONA
MARICOPA COUNTY
My Commission Expires
July 26, 2020

Bidder Shall Return Completed Form with Offer.

Senate Bill 252 Certification

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

_____
Company Name

_____
IFB/RFP/RFQ number

Certification check performed by:

_____
Purchasing Representative

_____
Date

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF Arizona COUNTY OF Maricopa

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Arizona.

on this day personally appeared Dianna Kane (name), who

after being by me duly sworn, did depose and say:

"I, Dianna Kane (name) am a duly authorized officer of/agent

for Uniforms Manufacturing of AZ (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Uniforms Manufacturing of AZ (name of firm).

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: Uniforms Manufacturing of AZ
2401 W. Behrend Dr. #L-69, Phoenix AZ 85027

Fax: 480-368-8556 Telephone# 480-809-3699 x102

by: Dianna Kane (print name) Title: Bids and Contracts

Signature: Dianna Kane

SUBSCRIBED AND SWORN to before me by the above-named Dianna Kane on

this the 10 day of December 2019

SUSAN POLO
NOTARY PUBLIC, ARIZONA
MARICOPA COUNTY
My Commission Expires
July 26, 2020

Susan Polo
Notary Public in and for
the State of Arizona

Bidder Shall Return Completed Form with Offer.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/14/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Arizona Group 1125 E Southern Avenue Mesa AZ 85204	CONTACT NAME: Tammie Allen PHONE (A/C, No, Ext): 480-584-4526 FAX (A/C, No): 480-892-7625 E-MAIL ADDRESS: tammie.allen@arizonagroup.com
INSURED UNIFO-I Uniforms Manufacturing Inc PO Box 12716 Scottsdale AZ 85267-2716	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Cincinnati Insurance Company — 10677 INSURER B : Wesco Insurance Company — 25011 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1501286321 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	EPP 0172848	12/19/2018	12/19/2019	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			EPP 0172848	12/19/2018	12/19/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			EPP 0172848	12/19/2018	12/19/2019	EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED X RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		Y	WWC3421149	7/1/2019	7/1/2020	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional insured subject to attached forms: GA227 0207, WC000313 0484.

CERTIFICATE HOLDER

Maricopa County Sheriff's Office

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tammie Allen

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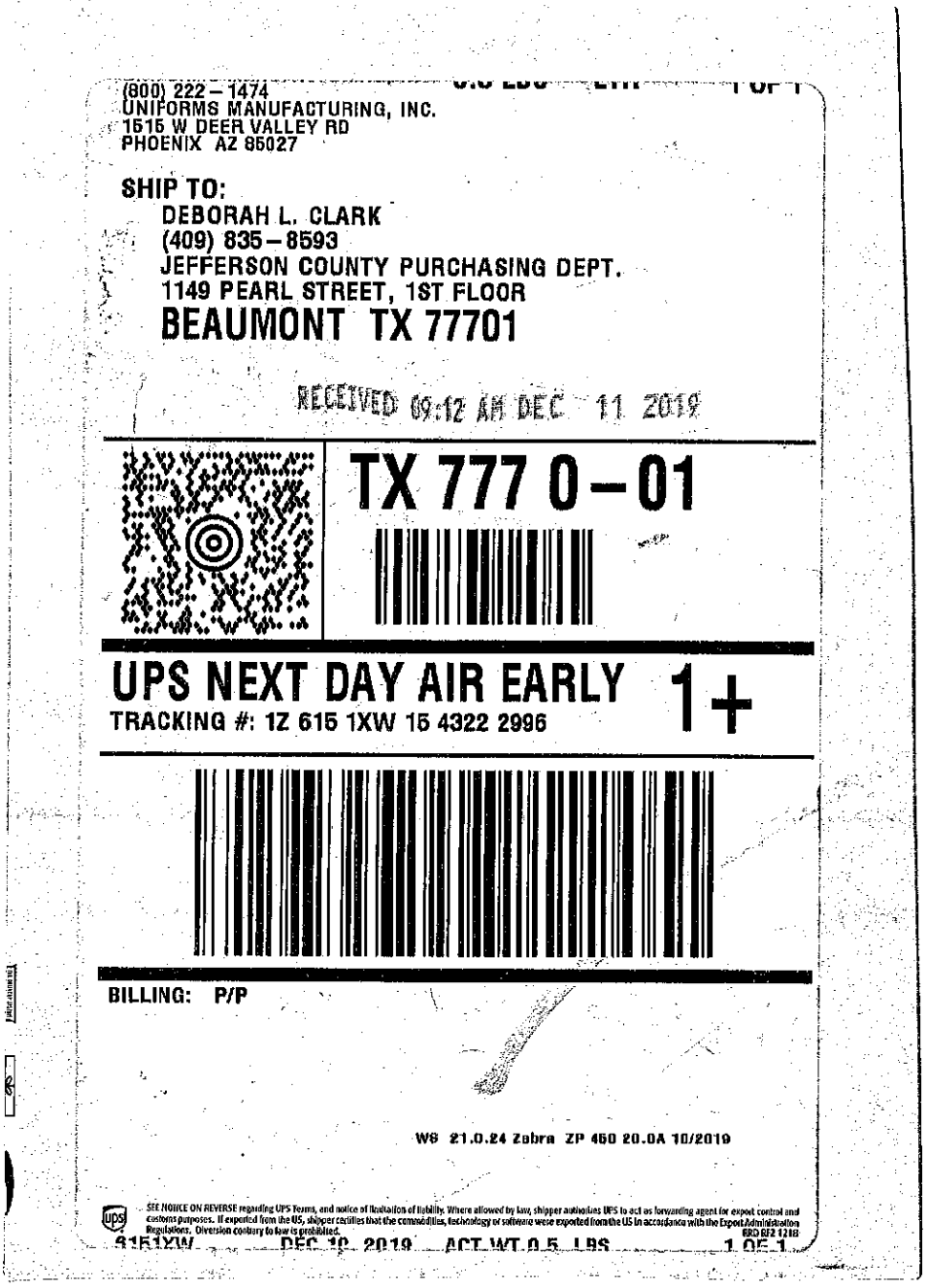
Dianna Kane

From: Susan Polo
Sent: Tuesday, December 10, 2019 3:42 PM
To: Dianna Kane

Most items quoted are directly manufactured by bidder therefore there isn't availability for subcontracting.

Susan Polo
General Manager
Uniforms Manufacturing, Inc.
2401 W. Behrend Dr. L-69
Phoenix, AZ 85027
800-222-1474 x107



(800) 222 – 1474
UNIFORMS MANUFACTURING, INC.
1515 W DEER VALLEY RD
PHOENIX AZ 85027

SHIP TO:
DEBORAH L. CLARK
(409) 835 – 8593
JEFFERSON COUNTY PURCHASING DEPT.
1149 PEARL STREET, 1ST FLOOR
BEAUMONT TX 77701

RECEIVED 09:12 AM DEC 11 2019

TX 777 0 – 01

UPS NEXT DAY AIR EARLY 1+
TRACKING #: 1Z 615 1XW 15 4322 2996

BILLING: P/P

W8 21.0.24 Zebra ZP 450 20.0A 10/2019

SEE NOTICE ON REVERSE regarding UPS Terms, and notice of limitation of liability. Where allowed by law, shipper authorizes UPS to act as forwarding agent for export control and customs purposes. If exported from the US, shipper certifies that the commodities, technology or software were exported from the US in accordance with the Export Administration Regulations. Diversion contrary to law is prohibited.
BRD RF2 1218

615 1XW DEC 10 2019 ACT WT 0.5 LBS 1 OF 1

ORIGINAL

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

November 12, 2019

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 19-062/YS, Term Contract for Inmate Shoes for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, https://www.co.jefferson.tx.us/Purchasing/ or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	**Term Contract for Inmate Shoes for Jefferson County**
BID NO:	**IFB 19-062/YS**
DUE DATE/TIME:	**11:00 AM CT, Wednesday, December 11, 2019**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, Texas 77701**

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us.

Jefferson County encourages Disadvantaged Business Enterprises to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – November 13, 2019 & November 20, 2019

IFB 19-062/YS
Term Contract for Inmate Shoes for Jefferson County
Bids due: 11:00 AM CT, Wednesday, December 11, 2019

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Bid Submissions:

Bidder is responsible for submitting:

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety.
- Two (2) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

Additionally, Bidder must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a response being declared as non-responsive.

https://www.co.jefferson.tx.us/Purchasing/

Instructions to Bidders

1. Bid Submission

Bids must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of box shall also include the Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Late bids will not be accepted and will be returned unopened to the bidder.

All bids submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

2. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgment call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

3. Courthouse Security

Bidders are advised that all visitors to the Courthouse must pass through Security. **Bidders planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal.** Mondays and Tuesdays are particularly heavy days. Bidders are strongly urged to plan accordingly.

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

The County requests that bid submissions NOT be bound by staples or glued spines.

If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.

The bid shall be legally signed and shall include the complete address of the bidder.

Jefferson County is exempt from Federal and State Sales Taxes, and such taxes shall not be included in bid prices.

5. Signatures

All bids, notifications, claims, and statements must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

6. County Holidays – 2019:

January 1	Tuesday	New Year's
January 21	Monday	Martin Luther King, Jr. Day
February 18	Monday	President's Day
April 19	Friday	Good Friday
May 27	Monday	Memorial Day
July 4	Thursday	Independence Day
September 2	Monday	Labor Day
November 11	Monday	Veteran's Day
November 28 & 29	Thursday & Friday	Thanksgiving
December 24 & 25	Tuesday & Wednesday	Christmas
January 1, 2020	Wednesday	New Year's

7. Rejection or Withdrawal

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

8. Emergency/Declared Disaster Requirements

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

9. Award

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected. Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting

specifications is not a awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

10. Contract

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

11. Waiver of Subrogation

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

12. Fiscal Funding

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

13. Bid Results

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page (http://co.jefferson.tx.us/ purchasing/main.htm) as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

14. Changes and Addenda to Bid Documents

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

15. Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

16. Delivery

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

17. Interpretation of Bid and/or Contract Documents

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

18. Currency

Prices calculated by the bidder shall be stated in U.S. dollars.

19. Pricing

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

20. Notice to Proceed/Purchase Order

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

21. Certification

By signing the offer section of the Offer and Acceptance page, bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.

22. Definitions

"County" – Jefferson County, Texas.

"Contractor" – The bidder whose proposal is accepted by Jefferson County.

23. Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

General Conditions of Bidding and Terms of Contract

By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

1. Bidding

1.1 Bids. All bids must be submitted on the bid form furnished in this package.

1.2 Authorized Signatures. The bid must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.

1.3 Late Bids. Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 Withdrawal of Bids Prior to Bid Opening. A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 Withdrawal of Bids after Bid Opening. Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 Bid Amounts. Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 Exceptions and/or Substitutions. All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.8 Alternates. The Invitation for Bid and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 Descriptions. Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 Bid Alterations. Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 Tax Exempt Status. Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 Quantities. Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose

intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.14 Silence of Specifications for Complete Units. All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

1.15 Addenda. Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

1.16 General Bid Bond/Surety Requirements. Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.17 General Insurance Requirements. Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.18 Responsiveness. A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 Responsible Standing of Bidder. To be considered for award, bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.20 Confidential/Proprietary Information

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder **must** clearly mark the applicable pages of Bidder's bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

1.21 Public Bid Opening. Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. Performance

2.1 Design, Strength, and Quality. Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

2.2 Age and Manufacture. All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 Delivery Location. All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 Delivery Schedule. Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 Delivery Charges. All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

2.6 Installation Charges. All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 Operating Instructions and Training. Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

2.8 Storage. Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 Compliance with Federal, State, County, and Local Laws. Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA. The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 Patents and Copyrights. The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 Samples, Demonstrations and Testing. At Jefferson County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

2.13 Acceptability. All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 Maintenance. Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

2.15 Material Safety Data Sheets. Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 Evaluation. Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves to right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

3.1 Purchase Orders. A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

3.2 Invoices. All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

3.3 Prompt Payment. In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the County of the merchandise ordered and of a valid invoice. Successful bidder(s) is required to pay subcontractors within ten (10) days after the successful bidder receives payment from the County.

3.4 Funding. Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. Contract

4.1 Contract Definition. The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful bidder and Jefferson County.

4.2 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and, upon agreement between vendor(s) and Jefferson County, may be renewed annually for up to four (4) additional years.

4.3 Change Order. No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.4 Price Re-determination. A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

4.5 Termination. Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

4.6 Conflict of Interest. Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

4.7 Injuries or Damages Resulting from Negligence. Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

4.8 Interest by Public Officials. No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.9 Warranty. The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

4.10 Uniform Commercial Code. The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

4.11 Venue. This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

4.12 Sale, Assignment, or Transfer of Contract. The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

4.13 Silence of Specifications. The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

5. Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)

(1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.

(2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a

subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of $100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (l) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (l) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (l) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding $100,000.

H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;
(b) Meeting contract performance requirements; or
(c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products/htm.

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

N. SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply will all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall ensure that required parts of the bid are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Bidder is responsible for submitting one (1) *original* bid copy to include a completed copy of this specifications packet in its entirety; and two (2) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

All bids shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED BID." The outside of the envelope or box shall also include: Bid Number, Bid Name, Bid Due Date, Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

2. Vendor Registration: SAM (System for Award Management).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

Bidders are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Bid Submission.

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

FORM 1295 Exemptions: What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission) – CONTINUED

Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.
Vendors must enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

4. Multiple Vendor Award

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

5. Delivery

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County.

6. Payment

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

Invoices shall be submitted to: Jefferson County Auditing Department, Attention: Accounts Payable, 1149 Pearl Street, 7th floor, Beaumont, TX 77701.

7. Usage Reports

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

8. Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	$1,000,000
Excess Liability	$1,000,000

Property Insurance (policy below that is applicable to this project):
Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation	Statutory Coverage (See Section Below)

9. Workers' Compensation Insurance

9.1 Definitions:

9.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

9.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

9.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.

9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.

9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us, regarding any questions or comments. Please reference bid number IFB 19-062/YS.

Scope

The intent of this bid is to establish an annual contract for the purchase of inmate shoes for use by the Jefferson County Correctional Facility.

Quantity of Inmate Shoes Ordered

2018

Size	Quantity
Small	120 pair
Medium	240 pair
Large	360 pair
X-Large	360 pair

2019

Size	Quantity
Small	120 pair
Medium	480 pair
Large	720 pair
X-Large	720 pair

Technical Specifications

All shoes must be new, unused, clean, first quality only (no irregulars or seconds will be accepted), and ready for immediate use, with no defects.

Contractor shall furnish all labor, personnel, service, supervision, freight, transportation, inside delivery and pick-up, materials, tools, supplies, and equipment necessary to perform the service and provide the product as requested.

Inmate Shoe Specifications:

Style: "Step-in" style

Color: Orange

Material: 100% medium-soft EVA (ethyl vinyl acetate); Antibacterial material.

Construction: One piece molding; 055 to 0.77 lbs per pair – lightweight to prevent use as a weapon. Material recyclable.

Venting: Multiple ventilation holes in toebox.

Insole: Ridges on surface to help hold the foot in place.

Outsole: Defined outsole ridges to offer surface gripping and traction. Outsole is to be water resistant and non-marking. Slip resistant.

Sizes: Must be available in Sizes (S – 3XL). Size must be clearly labeled on both the heel of the shoe and the outsole of the shoe.

Cleaning: Shoes may be washed (with warm water and soap).

Packaging: Shipments must be packaged by the same size per package/box, with each pair individually wrapped.

Prices

This will be a firm fixed price contract. At the time of annual renewal, Vendor may request price increases based on documented manufacturers' increase.

Shipping/Handling

Contractor will be responsible for payment of all charges associated with the inside delivery, pick-up, transport, shipping and handling of all garments, products, supplies and materials ordered from this solicitation request. Deliveries will be F.O.B. Jefferson County at the destination indicated on each Purchase Order. Contractor shall retain title and control of all goods until they are delivered to designated sites and contract coverage has been completed. Jefferson County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

Minimum Orders

There are no minimum order requirements associated with this contract. Purchase orders for inmate clothing and supplies will be released to successful bidder(s) as required. Occasional small deliveries will be required, and the **successful bidder(s) shall be responsible for prompt delivery of any purchase. MINIMUM ORDER BIDS ARE NOT ACCEPTABLE.**

Quantities

The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the bid proposal are the best estimates. Quantities ordered may be increased or decreased as deemed necessary during the term of the contract.

Evaluation of Alternate Products

If an alternate product is offered, a catalog cut of that item shall be provided with your bid so that item can be evaluated as "or equal." Contractor must provide a sample at no cost to Jefferson County for evaluation purposes, upon request by the Jefferson County Purchasing Department.

Product Substitution

All products delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal.

Product Discontinuance

In the event a product and/or model is discontinued by the manufacturer, Jefferson County at its sole discretion may allow the awarded vendor to provide a substitute for the discontinued item. The awarded vendor shall request permission to substitute a new product and provide the following:

- Documentation from the manufacturer that the product or model has been discontinued.
- Documentation that names the replacement product or model.
- Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- Documentation confirming that the price for the replacement is the same or less than the discontinued product or model.

Random Sampling

Products may be tested on a random basis throughout the contract period for compliance with bid specifications. Defective or non-compliant products shipped to Jefferson County will be

returned to the awarded vendor. The awarded vendor will be responsible for handling, transportation, and pick-up of the defective or non-compliant products at there own expense. Awarded vendor will be required to ship at their own expense replacement products should such defects arise. In the event the awarded vendor is unable to provide the replacement products within the time frame specified by Jefferson County, the County reserves the right to purchase the requested products off contract and charge the awarded vendor the difference in cost from the contract amount and off contract purchase price.

Ordering Procedure

All orders require a valid Jefferson County Purchase Order Number prior to processing any request.

Delivery Time Period

All items shall be delivered within 30-45 calendar days unless otherwise specified. Unless otherwise stated by the ordering department all shipments shall be made directly to the Jefferson County Correctional Facility. It shall be the bidder's responsibility to meet the County's delivery requirements, even if the bidder finds it necessary to purchase on the open market or incur additional freight costs. Jefferson County reserves the right to obtain items specified in this solicitation request on the open market in the event the bidder fails to make delivery in the time schedule specified and price differential will be charged against the awarded bidder.

Shipping Documents

A packing list or other suitable shipping document shall accompany each shipment and shall show the 1) the name and address of Contractor, 2) name and address of the requesting department, 3) Jefferson County purchase order number, 4) description of product or material shipped, including item number, quantity, number of containers and package number, if applicable.

Bidder Information Form

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Name & Number: Term Contract for Inmate Shoes for Jefferson County, IFB 19-062/YS

Bidder's Company/Business Name: Victory Supply LLC

Bidder's TAX ID Number: 46-1263864

Contact Person: Mariah Macham **Title:** Bids Administrator

Phone Number (with area code): 888-376-1205 x 716

Alternate Phone Number if available (with area code): 215-248-0464

Fax Number (with area code): 931-325-5521

Email Address: mariah@victorysupplyinc.com; sales@victorysupplyinc.com

Mailing Address (Please provide a physical address for bid bond return, if applicable):

7025 Industrial Park Rd.
Address
Mount Pleasant, TN 38474
City, State, Zip Code

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): _____, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Victory Supply LLC
Company Name

7025 Industrial Park Rd.
Address

Mount Pleasant TN 38474
City State Zip

Signature of Person Authorized to Sign

Kathleen Trommer
Printed Name

President
Title

For clarification of this offer, contact:

Mariah Macham
Name

888-376-1205 x 716 931-325-5521
Phone Fax

mariah@victorysupplyinc.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Inmate Shoes for Jefferson County Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. IFB 19-062/YS, Term Contract for Inmate Shoes for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Note to Bidders: Minimum Order Bids are NOT ACCEPTABLE.

Item	Unit	Description	Color	Size	Unit Price
1	Pair	Inmate Shoe	Orange	Small	$ 3.43
			Orange	Medium	$ 3.43
			Orange	Large	$ 3.43
			Orange	1 XL	$ 3.43
			Orange	2 XL	$ 3.43
			Orange	3 XL	$ 3.43

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

Vendor References

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: Fayette County Detention Center

Address: 600 Old Frankfort Cir. Lexington, KY 40510

Contact Person and Title: Gina Dulin, Principal Administrative Specialist

Phone: 859-425-2711 Fax: 859-258-3638

Email Address: ginaa@lexingtonky.gov Contract Period: 2012-current

Scope of Work: Provide inmate footwear, clothing, uniforms

REFERENCE TWO

Government/Company Name: Contra Costa County Probation

Address: 202 Glacier Dr. Martinez, CA 94553

Contact Person and Title: Don DuBois, Buyer

Phone: 925-957-5300 Fax: 925-313-4191

Email Address: dondubois@prob.cccounty.us Contract Period: 2012-current

Scope of Work: Provide inmate footwear and clothing

REFERENCE THREE

Government/Company Name: Riverside County Probation

Address: 30755-C Auld Rd. Murrieta, CA 92563

Contact Person and Title: Mary Mixon, Accounting

Phone: 951-600-6779 Fax: 951-955-2843

Email Address: mmixon@rcprob.us Contract Period: 2015-current

Scope of Work: Provide footwear, clothing, uniforms, hygiene products

Bidder Shall Return Completed Form with Offer.

Signature Page

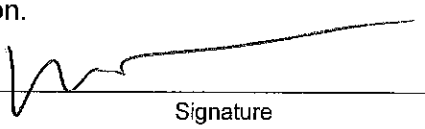
As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? ..... **Yes** ☑ **No** ☐

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

Victory Supply LLC Bidder (Entity Name)	 Signature
7025 Industrial Park Rd. Street & Mailing Address	Kathleen Trommer Print Name
Mount Pleasant, TN 38474 City, State & Zip	12/05/2019 Date Signed
888-376-1205 Telephone Number	931-325-5521 Fax Number
sales@victorysupplyinc.com E-mail Address	

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Victory Supply LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

N/A

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

N/A

4

Signature of vendor doing business with the governmental entity

12/05/2019

Date

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☑ No

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .

☐ Yes ☑ No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?

☐ Yes ☑ No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?

☐ Yes ☑ No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?

☐ Yes ☑ No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?

☐ Yes ☑ No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?

☐ Yes ☑ No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If "No" was selected, please explain and include any pertinent documentation with your bid. If necessary, please use a separate sheet to answer the above questions.

Mariah Macham
Printed Name of Authorized Representative

Signature

Bids Administrator
Title

12/05/2019
Date

Bidder Shall Return Completed Form with Offer.

Bidder intends to self-perform entire contract; no subcontractors are needed to supply a single item.

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☑ No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: Victory Supply LLC HUB: ☑ Yes ☐ No

Address: 7025 Industrial Park Rd. (Street) Mount Pleasant (City) TN (State) 38474 (Zip)

Phone (with area code): 888-376-1205 Fax (with area code): 931-325-5521

Project Title & No.: IFB 19-062/YS Inmate Shoes

Prime Contract Amount: $

HUB Subcontractor Name:

HUB Status (Gender & Ethnicity):

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: (Street) (City) (State) (Zip)

Phone (with area code): Fax (with area code):

Proposed Subcontract Amount: $ Percentage of Prime Contract: %

Description of Subcontract Work to be Performed:

Mariah Macham	M Macham	12/05/2019
Printed Name of Contractor Representative	Signature of Representative	Date
Printed Name of HUB	Signature of Representative	Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☑ No

Prime Contractor: Victory Supply LLC HUB: ☑ Yes ☐ No

HUB Status (Gender & Ethnicity): Woman-owned; non-minority

Address: 7025 Industrial Park Rd. (Street) Mount Pleasant (City) TN (State) 38474 (Zip)

Phone (with area code): 888 376-1205 Fax (with area code): 931-325-5521

Project Title & No.: IFB 19-062/YS Inmate Shoes IFB/RFP No.: 19-062/YS

Total Contract: $ _____ Total HUB Subcontract(s): $ 0

Construction HUB Goals: 12.8% MBE:: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Texas Bldg & Procurement Comm. ☐ Texas Unified Certification Prog.

Address: _____ (Street) _____ (City) _____ (State) _____ (Zip)

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $_____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $_____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

All HUB Subcontractor Participation may be verified with the HUB Subcontractor(s) listed on Part I.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- ☐ All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☐ Other: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? ☐ Yes ☐ No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: NA- all self performed

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): Mariah Macham

Title: Bids Administrator

Signature: Mariah Macham

Date: 12/05/2019

E-mail address: mariah@victorysupplyinc.com

Contact person that will be in charge of invoicing for this project:

Name (print or type): Kathleen Scharrer

Title: Customer Service, Key Accounts

Date: 12/05/2019

E-mail address: sales@victorysupplyinc.com

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that _____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

☑ I certify that Victory Supply LLC [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Mount Pleasant Tennessee (city and state).

Taxpayer Identification Number (T.I.N.):	46-1263864
Company Name submitting bid/proposal:	Victory Supply LLC
Mailing address:	7025 Industrial Park Rd. Mount Pleasant, TN 38474
If you are an individual, list the names and addresses of any partnership of which you are a general partner: N/A	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**
N/A	

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder Shall Return Completed Form with Offer.

House Bill 89 Verification

I, Kathleen Trommer, the undersigned representative of (company or business name) Victory Supply LLC (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Signature of Company Representative

12/5/19
Date

On this 5th day of December, 2019, personally appeared

Kathleen Trommer, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

MARIAH A. MACHAM
NOTARY PUBLIC
KENTUCKY, STATE AT LARGE
NOTARY ID 586916
MY COMMISSION EXPIRES 10/10/2021

Notary Signature

12-05-19
Date

Bidder Shall Return Completed Form with Offer.

Senate Bill 252 Certification

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

Victory Supply LLC
Company Name

IFB 19-062/YS Inmate Shoes
IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

Bidder Shall Return Completed Form with Offer.

After printing this label:
1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.
Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com.FedEx will not be responsible for any claim in excess of $100 per package, whether the result of loss, damage, delay, non-delivery,misdelivery,or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim.Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental,consequential, or special is limited to the greater of $100 or the authorized declared value. Recovery cannot exceed actual documented loss.Maximum for items of extraordinary value is $1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our ServiceGuide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

CONTRACT RENEWAL FOR IFB 15-023/YS
TERM CONTRACT FOR HVAC MAINTENANCE, REPAIR, & EMERGENCY SERVICES FOR FORD PARK

The County entered into a contract with Industrial Commercial Mechanical for one (1) year, from January 11, 2016 to January 10, 2017, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its fourth one-year option to renew the contract for one (1) additional year from January 7, 2020 to January 6, 2021.

ATTEST:

Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

CONTRACTOR:
Industrial Commercial Mechanical

(Name)

ABILITA®
Independent Communications Expertise

Cyndi Crews
ccrews@abilita.com
Voice 409.980.0058
Toll Free 866.980.0058
Fax 409.980.0057

7714 Cobblestone Terrace
Suite 100
Lumberton, TX 77657

www.abilita.com

ATTEST Carolyn L Guidry
DATE 12/16/19

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

SERVICE AGREEMENT

Between **Jefferson County, TX** and **Abilita**.

AGREEMENT TERMS

1. The client hereby authorizes Abilita to review its telecommunications system and to submit recommendations for improvements including recommendations for possible savings. This review may include the review of existing systems, services, equipment, suppliers, plans and other telecom functions; and the recommendations may include alternate methods, systems, services, equipment, suppliers or plans or other suggestions for improvement or cost savings.

2. All recommendations for improvements to the telecommunication system including recommendations for possible savings made by Abilita are subject to the client's approval. No action regarding such changes shall be undertaken without the prior consent of the client. Any recommendations acted upon by the client within twenty-four (24) months of submission by Abilita shall be deemed to be accepted by the client.

3. The client hereby authorizes Abilita to identify and pursue, on the client's behalf, possible refunds or credits due to billing errors or other causes.

4. The client will provide Abilita with equipment records, telecommunications invoices, contracts and other related information, as well as written authorization for Abilita to receive all such records and information directly from suppliers, during the payment term of this agreement as required by Abilita.

5. All records and information submitted for review by the client shall be held in the strictest confidence by Abilita.

6. All recommendations, actions and suggestions submitted by Abilita for the client's consideration shall be held in the strictest confidence by the client.

7. The term of this Agreement shall begin on the effective date and shall expire on the date Client makes its final payment to Consultant hereunder. This Agreement may be terminated prior to its expiration by agreement of the parties on such terms as they may agree, or by either party on written notice to the other for any reason whatsoever. Upon termination, Consultant will no longer provide any additional recommendations or reviews. Any recommendation and/or approved implementations in effect at the time of the termination will be subject to the payment terms. Upon termination of this Agreement, Client has the option to pay all remaining amounts due to Consultant through a net present value calculation.

Crews Telecom Consulting, Inc. (dba Abilita of Texas – Crews) is a strategic partner of Abilita, Inc.
Trademarks are used under license.

PAYMENT TERMS

8. The client agrees to pay Abilita, as its fee for the services rendered under this agreement, forty (40) percent of all savings realized as a result of the acceptance of recommendations made by Abilita and reductions in cost realized as a result of Abilita's initiation or negotiation of such cost reductions, for a period of twenty-four (24) months from the date of implementation of the accepted recommendation, or cost reduction, after which time the entire savings will accrue to the client.

9. Billings will be as follows: twenty-four (24) invoices of the amount due to Abilita based on actual documented savings, in one (1) month increments from the date of implementation. Payment will be due within thirty (30) days of the receipt of the invoice. Verification of savings will be conducted on a monthly basis.

10. The client also agrees to pay Abilita forty (40) percent of each refund or credit or other consideration realized based on Abilita's identification or resolution of billing errors or other causes. Payment will be due within thirty (30) days of the receipt of the refund, credit or consideration by the client.

11. Abilita will provide invoices detailing the computation of savings and refunds.

12. If the client fails to pay invoices according to the terms of this Agreement, it will be responsible for the payment of all costs of collection, including court costs, attorney fees and related expenses. The client agrees to jurisdiction and venue in Jefferson County, Texas.

OTHER SERVICES

Telecommunications consulting services, billed on an hourly or project basis, are also available. An estimate will be provided and agreed upon by the client and Abilita before proceeding with any consulting work. By signing this agreement, the client is considered a "Preferred Client" and will receive a 10% reduction on the hourly rate.

APPROVALS

The parties signing below acknowledge they have the authority to bind their respective organizations.

Client

Jefferson County
1149 Pearl Street
Beaumont, TX 77701
409-835-8593

Signature of Client Representative

Jeff R. Branick
Name

Jefferson County Judge
Title

December 17, 2019
Date

Abilita

Abilita of Texas - Crews
7714 Cobblestone Terrace
Lumberton, TX 77657
409-980-0058

Cyndi Crews
Signature

Cyndi Crews
Name

December 17, 2019
Date

ATTACHMENT A

LexisNexis ACCURINT Agreements
(January 1, 2020 – December 31, 2020)

Agreement Number	Department	Number of Users	Cost Per Month
Agreement **19-070/JW**	Justice of the Peace, Precinct No. 6	1	$93.73
Agreement **19-071/JW**	Justice of the Peace, Precinct No. 7	1	$93.73
Agreement **19-072/JW**	Justice of the Peace, Precinct No. 8	1	$93.73
Agreement **19-073/JW**	Justice of the Peace, Precinct 1, Place 1	1	$93.73
Agreement **19-074/JW**	Justice of the Peace, Precinct 1, Place 2	1	$93.73
Agreement **19-075/JW**	Constable, Precinct No. 6	1	$93.73
Agreement **19-076/JW**	Public Health Department	3 (@ $91.00 per user)	$273.00
Agreement **19-077/JW**	County Judge's Office	1	$93.73

December 10, 2019

LexisNexis Risk Solutions

SCHEDULE A
Accurint for Government
(Per User Subscription)

Customer Name: **Jefferson County, TX - Justice of the Peace, Precinct 6**
Billgroup #:
LN Account Manager: **Mitchell Kessler**

This Schedule A sets forth additional or amended terms and conditions for the use of the Accurint for Government services ("LN Services"), as set forth in the services agreement between Customer and LN or LN's affiliate(s) for the LN Services ("Agreement"), to which this Schedule A is incorporated by reference. The LN Services herein shall be provided by LexisNexis Risk Solutions FL Inc. ("LN"). Customer acknowledges that the services provided under this Schedule A are non-FCRA services and are not "consumer reports" within the meaning of the FCRA and Customer agrees not to use such reports in any manner that would cause them to be characterized as "consumer reports".

1. SCHEDULE A TERM
The term of this Schedule A will be 12 months beginning January 1, 2020 (the "Initial Term"). Following the Initial Term, this Schedule A shall automatically renew for additional periods of twelve (12) months (each one, a "Renewal Term"), unless written notice of termination is provided to either party at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. FEES
2.1 User Fees: The following table (the "Price Table") describes the agreed upon user fees (the "User Fees"):

PRICE TABLE	
Standard Features Fee (per user):	**$93.73**
Premium Features:	
Total Monthly User Fees (per user):	**$93.73**
Minimum Number of Users	**1**
Total Monthly Minimum Amount	**$93.73**

All of the searches and reports included in the attached Price Schedule are referred to as the "Features". The User Fees include unlimited access to all Features, excluding those Features identified herein as Excluded Features but including the Premium Features listed in the Price Table. User Fees shall be due each month for: (i) any User ID upon which any search occurs during a calendar month; and (ii) any User ID activated on Customer's account which was not used to perform any searches and is not suspended or terminated by the close of business on the last day of any calendar month. At the end of each 12-month period beginning on the effective date hereof, User Fees will be increased 3%.
2.2 Features Not Included: The following Features ("Excluded Features") are not included in the User Fees and shall in all cases be charged separately according to the pricing specified in the attached Price Schedule:

American Board of Medical Specialties Search and Report
Bankruptcy Docket Sheet
Bankruptcy Documents
Business Link Report
Canadian Phones
Comprehensive Healthcare Business and Provider Report
Contact Card Report

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Court Search Wizard
Disclosed Entity Service
Dun & Bradstreet Global Market Identifiers
Dun & Bradstreet Records
Dun & Bradstreet Search
DE Corporation Search and Report
Email Search
FCRA Credit Reports
Federal Civil Court Records Search
Flat Rate Comprehensive Healthcare Business and Provider Report
Government Location Report
Identity Authenticate
Identity Verification
Medical, Employment Or Business Records Retrieval
MVR Reports (Driving Records)
National Motor Vehicle Accident Search and Report
News Searches
Online Batch
OSHA Investigative Reports Search
Property Deed Image
Provider Report Card
Provider Sanction Search and Report
Provider Search and Report
Real Time Person Search
Real Time Phone Search
SEC Filings
Virtual Identity Search and Report
Workplace Locator
XML

LN standard pricing will be in effect for any new features made generally available by LN subsequent to the execution of this Schedule A.

2.3 Payment Amount: Customer shall pay to LN each month the greater of: (i) the total User Fees and applicable Excluded Features fees; or (ii) the total monthly minimum amount(s) of $93.73.

3. EXPIRATION

Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before **December 31, 2019**.

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

December 10, 2019

4. CONFIDENTIAL INFORMATION

This Schedule A contains the confidential pricing information of LN. Customer acknowledges that the disclosure of such pricing information could cause competitive harm to LN, and as such, Customer agrees to maintain this Schedule A in trust and confidence and take reasonable precautions against disclosure to any third party to the extent permitted by local and state law.

AGREED TO AND ACCEPTED BY: Jefferson County, TX - Justice of the Peace, Precinct 6

Signed: _____

Name: Jeff R. Branick

Title: Jefferson County Judge

Date: December 17, 2019

ATTEST Carla L Gurley
DATE 12/16/19

JEFFERSON COUNTY, TEXAS COMMISSIONERS COURT

Accurint for Government (Plan 44)
Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

December 10, 2019

Accurint for Government

(Updated September 5, 2019)
(Plan 44)

(Pricing is per hit unless otherwise indicated. All searches/reports with a price of $0.00 are considered "Standard Features" and are included in Subscription plan.)

PRICE SCHEDULE (Subscription)	
ACCURINT FOR GOVERNMENT FEATURES	**PRICE**
Advanced Motor Vehicle Search	$0.00
Advanced Person Alerts Update	$0.00
Advanced Person Search	$0.00
Automated Valuation Model (AVM) Report	$0.00
American Board Of Medical Specialties Search	$1.00
American Board Of Medical Specialties Report	$5.00
Associates ("Next Steps")	$0.00
Bankruptcies, Liens & Judgments Search	$0.00
Bankruptcy Search	$0.00
Bankruptcy Report	$0.00
Bankruptcy Docket Sheet ($0.50 For First 5 Pages & $0.20 Per Page Thereafter) (not discountable)	$0.50
Bankruptcy Documents (Per Page, Up To Max Charge Of $6 Per Document) (not discountable)	$0.20
Boolean Search	$0.00
Business Credit	$0.00
Business Credit Report	$0.00
Business InstantID	$0.00
Business InstantID & FraudDefender	$0.00
Business Search	$0.00
Businesses In The News (not discountable)	$5.00
Canadian Phones	$0.40
Case Audit Compliance	$0.00
Case Connect Deconfliction Alerts	$0.00
Civil Courts Search (Report Included)	$0.00
CLIA Report	$0.00
Concealed Weapons Permit	$0.00
Corporation Filings (Report Included Except In Delaware)	$0.00
Court Search Wizard (Additional Fees May Apply; Orders Are Non-Refundable)	--
-County Civil Lower & Upper Court - 7 Year (not discountable)	$35.00
-County Civil Lower & Upper Court - 10 Year (not discountable)	$40.00
-County Criminal - 7 Year (not discountable)	$25.00
-County Criminal - 10 Year (not discountable)	$30.00
-Federal Division Civil - 7 Year (not discountable)	$16.00
-Federal Division Civil - 10 Year (not discountable)	$25.00
-Federal Division Criminal - 7 Year (not discountable)	$16.00
-Federal Division Criminal - 10 Year (not discountable)	$25.00
-Statewide Criminal (not discountable)	$24.00

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

December 10, 2019

Criminal Records	$0.00
Criminal Records Report	$0.00
DEA Controlled Substances License Search	$0.00
Death Records	$0.00
Death Records Report	$0.00
Delaware Corporations (not discountable)	$1.00
Delaware Corporations Report (not discountable)	$11.00
Disclosed Entity Service (charged per search) (not discountable)	$5.00
Driver Licenses	$0.00
Dun & Bradstreet (not discountable)	$0.25
Dun & Bradstreet Global Market Identifiers Search	$3.75
Email Search	$0.40
FAA Aircraft (Report Included)	$0.00
FAA Pilots (Report Included)	$0.00
Federal Civil Court Records Search (charged per search)	$2.00
Federal Criminal Court Records Search	$0.00
Federal Firearms & Explosives	$0.00
Federal Employer ID Numbers (FEIN)	$0.00
Fictitious Business Name	$0.00
Foreclosures Search (Report Included)	$0.00
Hunting/Fishing Licenses	$0.00
Identity Authenticate (charged per search)	$1.25
Identity Verification (charged per search)	$0.60
InstantID Consumer Search	$0.00
InstantID Consumer & FraudDefender Search	$0.00
Internet Domains	$0.00
Liens & Judgments	$0.00
Liens & Judgments Report	$0.00
Marriages / Divorces Search	$0.00
Medical, Employment and Business Records Retrieval	--
-Medical, Employee Or Business Record Retrieval With Authorization (not discountable)	$35.00
-Medical, Employee Or Business Record Retrieval With Authorization And Affidavit (not discountable)	$72.50
-Medical, Employee Or Business Record Retrieval By Subpoena (not discountable)	$87.50
-Canvassing Up To 5 Custodians (not discountable)	$50.00
-Canvassing From 5 To 10 Custodians (not discountable)	$100.00
-Canvassing Above 10 Custodians, Per Custodian (not discountable)	$10.00
-Chronological Sorting (charged per page) (not discountable)	$0.03
-Pagination Only (charged per page) (not discountable)	$0.10
-Research And Identify Custodial Location	$0.00
- Long distance charges, phone charges, initial and follow up calls	$0.00
-Prepare And Deliver Notice And Subpoena For Signature (If Required)	$0.00
-Deliver Notice To All/3rd Party Notices	$0.00
-Serve Subpoena To Custodian Of Record	$0.00
-Pick-Up Scheduling And Two (2) Field Trips	$0.00

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

-Mileage	$0.00
-Return Record Review For Completeness And Legibility	$0.00
-Rush Fee (One Way) (not discountable)	$25.00
-Witness Fee (Pass Through Fees May Be Charged)	$0.00
-Deposition Trip Fee (not discountable)	$20.00
-Deposition Certification Fee (not discountable)	$20.00
-Custodial Fee (Pass Through Fees May Be Charged)	$0.00
-Custodial Fee Carrying Fee (10% of Pass Thru Fees May Be Charged)	$0.00
-Hard Copy Per Page, Authorization (not discountable)	$0.50
-Hard Copy Per Page, Subpoena, Includes Pagination And Sealing If Required (not discountable)	$0.50
-Hard Copy, Shipping Cost (Pass Through Fees May Be Charged)	$0.00
-Sales/Revenue Taxes (Pass Through Fees May Be Charged)	$0.00
-X-Ray Duplication (not discountable)	$17.50
-Fax Or Electronic Receipt Of Authorization For The Release Of Records	$0.00
-Phone Charges	$0.00
-Authorization Cover Sheet Preparation And Delivery Per Location	$0.00
-Record Receipt And Review (QA)	$0.00
-Electronic Posting Of Record, Per Page	$0.00
-Hospital Charting (charged per page) (not discountable)	$0.25
-Maximum Spend Without Client Authorization, MRR * (not discountable)	$75.00
-Maximum Spend Without Client Authorization, X-Ray Duplication * (not discountable)	$210.00
*Default Can Be Lower Or Higher Based On Customer Specifications	--
Motor Vehicles Search	$0.00
Motor Vehicles Report	$0.00
MVR Reports (Driving Records)** (plus state fee) (charged per search) (not discountable)	$5.00
** Coverage and state fees are available in the product and are subject to change	--
National Motor Vehicle Accident Search & Report (not discountable)	$3.00
National UCC Filings (Report Included)	$0.00
NCPDP (National Council for Prescription Drug Programs) Search	$0.00
NCPDP (National Council for Prescription Drug Programs) Report	$0.00
Neighbors ("Next Steps")	$0.00
NPI Report	$0.00
Official Records Search (Report Included)	$0.00
OSHA Investigative Reports Search	$1.00
Passport Validation	$0.00
People At Work Search	$0.00
People In The News (not discountable)	$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)	--
-1 - 50	$0.00
-51 - 250	$0.00
-251 - 500	$0.00
-501 - 1,000	$0.00
-1,001 - 5,000	$0.00

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

-5,001 - 25,000	$0.00
-25,001 - 100,000	$0.00
Professional Licenses (Report Included)	$0.00
Property Assessment Search	$0.00
Property Assessment Report	$0.00
Property Deed Search	$0.00
Property Deed Report (excluding Deed Image)	$0.00
Property Deed Image (additional charge when ordered from within Property Reports) (not discountable)	$8.00
Property Search (Property Assessments, Deeds & Mortgages)	$0.00
Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	$0.00
Provider Search	$0.25
Provider Report	$5.00
Provider Report Card (charged per search)	$5.00
Provider Sanction Search (charged per search)	$0.25
Provider Sanction Report	$5.00
Real Time Person Search (charged per search)	$3.50
Real Time Phone Search	$0.50
Relatives ("Next Steps")	$0.00
Relatives, Neighbors & Associates ("Next Steps")	$0.00
Relavint Visual Link Analysis (Per Diagram)	$0.00
Satellite Image Search	$0.00
SEC Filings Search	$3.50
Sexual Offenders (Report Included)	$0.00
SIRIS	$0.00
USA Patriot Act	$0.00
Virtual Identity Search & Report	$2.00
Voter Registrations	$0.00
Watercraft	$0.00
Watercraft Report	$0.00
WorkPlace Locator (not discountable)	$3.50
Reports	
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	$0.00
Business Link Report (charged per search)	$5.00
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	$0.00
Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Address Summary and Phones Plus (optional).	$3.50
Entitlement Report: Summary Report, Phones Plus, Bankruptcy, Liens/Judgments, UCC Filings, People At Work, Driver's Licenses, Vehicle Registrations, Property,	$0.00

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Watercraft, FAA Pilots, FAA Aircraft, Professional Licenses, Associates, Relatives (3 Degrees), Criminal Records And Sexual Offenders. Results Can Be Restricted By The User To Their Applicable Dates Of Interest.	
Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Bankruptcy Filings And Corporate Affiliations.	$0.00
Government Location Report (charged per search)	$1.00
Summary Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Census Data, Bankruptcy Indicator, Property Indicator And Corporate Affiliations Indicator.	$0.00
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	$0.00
Additional Report Options:	--
-Bankruptcy	$0.00
-Businesses At Address	$0.00
-Concealed Weapons Permit Search	$0.00
-Criminal Records Search	$0.00
-Criminal Records Report	$0.00
-Driver Licenses At Address	$0.00
-Hunting/Fishing License Search	$0.00
-Liens And Judgments	$0.00
-Motor Vehicles Registered At Address	$0.00
-Neighborhood Profile (2010 Census)	$0.00
-Neighbors At Address	$0.00
-Property Ownership Current / Previous	$0.00
-Sexual Offenders Search (Report Included)	$0.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	$0.00
Additional Report Options:	--
-Associated Businesses	$0.00
-Associated People	$0.00
-Bankruptcy	$0.00
-Business Registrations	$0.00
-Corporation Filings	$0.00
-Dun & Bradstreet Records (not discountable)	$3.75
-FAA Aircraft	$0.00
-Internet Domain Names	$0.00
-IRS 5500	$0.00
-Liens and Judgments	$0.00
-Motor Vehicles	$0.00
-Properties	$0.00
-UCC Filings	$0.00
-Watercraft	$0.00
Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible	$0.00

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Education, Comprehensive Report Summary)	
Additional Report Options:	--
-Associates	$0.00
-Bankruptcy	$0.00
-Criminal Records	$0.00
-DEA Controlled Substances License Search	$0.00
-Driver Licenses Information	$0.00
-Email Search	$0.40
-Federal Firearms & Explosives License Search	$0.00
-Liens And Judgments	$0.00
-Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)	$0.00
-National Motor Vehicle Accident Search & Report	$0.00
-Neighborhood Profile (2010 Census)	$0.00
-Neighbors (Up To 6 Neighbors At 10 Different Addresses)	$0.00
-People At Work	$0.00
-Phones Plus	$0.00
-Professional Licenses (Report Included)	$0.00
-Properties	$0.00
-Real Time Vehicle Registrations (charged per search) (not discountable)	$3.50
-Relatives (Up to 3 Degrees of Separation)	$0.00
-Sexual Offenders	$0.00
-Supplemental Data Sources	$0.00
-UCC Filings	$0.00
Flat Rate Comprehensive Healthcare Business Report (includes Base Report Features and Additional Report Options listed below)	$10.00
Comprehensive Healthcare Business Report (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information)	$0.50
Additional Report Options:	--
-Associated Businesses	$1.00
-Associated People	$1.00
-Bankruptcy (charged per search)	$1.00
-Business Phone Matches	$0.25
-Business Registrations	$0.25
-Corporation Filings	$1.00
-Dun & Bradstreet Records (not discountable)	$3.75
-FAA Aircraft	$0.25
-Internet Domain Names	$0.25
-IRS 5500	$0.00
-Liens And Judgments (charged per search)	$0.25
-Motor Vehicles	$0.75
-Properties	$1.00
-Sanctions	$0.50
-UCC Filings	$0.50
-Verification	$0.75
-Watercraft	$1.00
Flat Rate Comprehensive Healthcare Provider Report (includes Base Report Features	$6.00

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

and Additional Report Options listed below)	
Comprehensive Healthcare Provider Report (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number)	$0.50
Additional Report Options:	--
-Additional Deceased Data Sources	$0.00
-Associates	$0.00
-Bankruptcy (charged per search) (not discountable)	$0.25
-Business Address Summary	$0.25
-Business Affiliations	$0.50
-Business Phone Matches	$0.25
-DEA Licenses	$0.25
-Degrees	$0.00
-Education	$0.50
-Group Affiliations	$0.50
-GSA Sanctions (charged per search)	$0.50
-Hospital Affiliations	$0.50
-Liens And Judgments (charged per search)	$0.25
-Medical Licenses (charged per search)	$1.00
-Possible Criminal Records (charged per search)	$0.25
-Professional Licenses (charged per search)	$1.00
-Sanctions (Disciplinary) (charged per search)	$0.50
-Sexual Offenses (charged per search)	$1.00
-Specialties	$0.00
-Verification	$0.75
Online Batch	
Advanced Person Search	$0.50
Deceased Person	$0.25
Address (Single)	$0.13
Address (Multiple)	$0.16
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Single)	$0.23
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Multiple)	$0.25
Waterfall Phone with Address (single)	$0.25
Waterfall Phone with Address (multiple)	$0.30
Address and/or Phone Confirmation (per input) (single)	$0.03
Address and/or Phone Confirmation (per input) (multiple)	$0.04
Phones Plus	$0.50
Real Time Phone Search	$0.50
Real Time Motor Vehicle Registrations	$1.50
Property - Add Up To Five Properties Owned By The Subject	$1.00
Consumer InstantID	$0.65
Consumer InstantID With Fraud Defender	$0.95
Consumer InstantID With Red Flags Rule	$0.90

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Business InstantID	$1.30
Business InstantID With Fraud Defender	$1.30
Multiple = 2 Or More Phones/Addresses Returned	--

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

December 10, 2019

LexisNexis Risk Solutions

SCHEDULE A
Accurint for Government
(Per User Subscription)

Customer Name: **Jefferson County, TX Justice of the Peace, Precinct 7**
Billgroup #:
LN Account Manager: **Mitchell Kessler**

This Schedule A sets forth additional or amended terms and conditions for the use of the Accurint for Government services ("LN Services"), as set forth in the services agreement between Customer and LN or LN's affiliate(s) for the LN Services ("Agreement"), to which this Schedule A is incorporated by reference. The LN Services herein shall be provided by LexisNexis Risk Solutions FL Inc. ("LN"). Customer acknowledges that the services provided under this Schedule A are non-FCRA services and are not "consumer reports" within the meaning of the FCRA and Customer agrees not to use such reports in any manner that would cause them to be characterized as "consumer reports".

1. SCHEDULE A TERM
The term of this Schedule A will be 12 months beginning January 1, 2020 (the "Initial Term"). Following the Initial Term, this Schedule A shall automatically renew for additional periods of twelve (12) months (each one, a "Renewal Term"), unless written notice of termination is provided to either party at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. FEES
2.1 User Fees: The following table (the "Price Table") describes the agreed upon user fees (the "User Fees"):

PRICE TABLE	
Standard Features Fee (per user):	**$93.73**
Premium Features:	
Total Monthly User Fees (per user):	**$93.73**
Minimum Number of Users	**1**
Total Monthly Minimum Amount	**$93.73**

All of the searches and reports included in the attached Price Schedule are referred to as the "Features". The User Fees include unlimited access to all Features, excluding those Features identified herein as Excluded Features but including the Premium Features listed in the Price Table. User Fees shall be due each month for: (i) any User ID upon which any search occurs during a calendar month; and (ii) any User ID activated on Customer's account which was not used to perform any searches and is not suspended or terminated by the close of business on the last day of any calendar month. At the end of each 12-month period beginning on the effective date hereof, User Fees will be increased 3%.
2.2 Features Not Included: The following Features ("Excluded Features") are not included in the User Fees and shall in all cases be charged separately according to the pricing specified in the attached Price Schedule:

American Board of Medical Specialties Search and Report
Bankruptcy Docket Sheet
Bankruptcy Documents
Business Link Report
Canadian Phones
Comprehensive Healthcare Business and Provider Report
Contact Card Report

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Court Search Wizard
Disclosed Entity Service
Dun & Bradstreet Global Market Identifiers
Dun & Bradstreet Records
Dun & Bradstreet Search
DE Corporation Search and Report
Email Search
FCRA Credit Reports
Federal Civil Court Records Search
Flat Rate Comprehensive Healthcare Business and Provider Report
Government Location Report
Identity Authenticate
Identity Verification
Medical, Employment Or Business Records Retrieval
MVR Reports (Driving Records)
National Motor Vehicle Accident Search and Report
News Searches
Online Batch
OSHA Investigative Reports Search
Property Deed Image
Provider Report Card
Provider Sanction Search and Report
Provider Search and Report
Real Time Person Search
Real Time Phone Search
SEC Filings
Virtual Identity Search and Report
Workplace Locator
XML

LN standard pricing will be in effect for any new features made generally available by LN subsequent to the execution of this Schedule A.

2.3 Payment Amount: Customer shall pay to LN each month the greater of: (i) the total User Fees and applicable Excluded Features fees; or (ii) the total monthly minimum amount(s) of $93.73.

3. EXPIRATION

Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before **December 31, 2019**.

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

December 10, 2019

4. CONFIDENTIAL INFORMATION

This Schedule A contains the confidential pricing information of LN. Customer acknowledges that the disclosure of such pricing information could cause competitive harm to LN, and as such, Customer agrees to maintain this Schedule A in trust and confidence and take reasonable precautions against disclosure to any third party to the extent permitted by local and state law.

AGREED TO AND ACCEPTED BY: Jefferson County, TX Justice of the Peace, Precinct 7

Signed: _____

Name: Jeff R. Branick

Title: Jefferson County Judge

Date: December 17, 2019

ATTEST _____
DATE 12/16/19

JEFFERSON COUNTY, TEXAS COMMISSIONERS COURT

Accurint for Government (Plan 44)
Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

December 10, 2019

Accurint for Government

(Updated September 5, 2019)
(Plan 44)

(Pricing is per hit unless otherwise indicated. All searches/reports with a price of $0.00 are considered "Standard Features" and are included in Subscription plan.)

PRICE SCHEDULE (Subscription)	
ACCURINT FOR GOVERNMENT FEATURES	**PRICE**
Advanced Motor Vehicle Search	$0.00
Advanced Person Alerts Update	$0.00
Advanced Person Search	$0.00
Automated Valuation Model (AVM) Report	$0.00
American Board Of Medical Specialties Search	$1.00
American Board Of Medical Specialties Report	$5.00
Associates ("Next Steps")	$0.00
Bankruptcies, Liens & Judgments Search	$0.00
Bankruptcy Search	$0.00
Bankruptcy Report	$0.00
Bankruptcy Docket Sheet ($0.50 For First 5 Pages & $0.20 Per Page Thereafter) (not discountable)	$0.50
Bankruptcy Documents (Per Page, Up To Max Charge Of $6 Per Document) (not discountable)	$0.20
Boolean Search	$0.00
Business Credit	$0.00
Business Credit Report	$0.00
Business InstantID	$0.00
Business InstantID & FraudDefender	$0.00
Business Search	$0.00
Businesses In The News (not discountable)	$5.00
Canadian Phones	$0.40
Case Audit Compliance	$0.00
Case Connect Deconfliction Alerts	$0.00
Civil Courts Search (Report Included)	$0.00
CLIA Report	$0.00
Concealed Weapons Permit	$0.00
Corporation Filings (Report Included Except In Delaware)	$0.00
Court Search Wizard (Additional Fees May Apply; Orders Are Non-Refundable)	--
-County Civil Lower & Upper Court - 7 Year (not discountable)	$35.00
-County Civil Lower & Upper Court - 10 Year (not discountable)	$40.00
-County Criminal - 7 Year (not discountable)	$25.00
-County Criminal - 10 Year (not discountable)	$30.00
-Federal Division Civil - 7 Year (not discountable)	$16.00
-Federal Division Civil - 10 Year (not discountable)	$25.00
-Federal Division Criminal - 7 Year (not discountable)	$16.00
-Federal Division Criminal - 10 Year (not discountable)	$25.00
-Statewide Criminal (not discountable)	$24.00

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Criminal Records	$0.00
Criminal Records Report	$0.00
DEA Controlled Substances License Search	$0.00
Death Records	$0.00
Death Records Report	$0.00
Delaware Corporations (not discountable)	$1.00
Delaware Corporations Report (not discountable)	$11.00
Disclosed Entity Service (charged per search) (not discountable)	$5.00
Driver Licenses	$0.00
Dun & Bradstreet (not discountable)	$0.25
Dun & Bradstreet Global Market Identifiers Search	$3.75
Email Search	$0.40
FAA Aircraft (Report Included)	$0.00
FAA Pilots (Report Included)	$0.00
Federal Civil Court Records Search (charged per search)	$2.00
Federal Criminal Court Records Search	$0.00
Federal Firearms & Explosives	$0.00
Federal Employer ID Numbers (FEIN)	$0.00
Fictitious Business Name	$0.00
Foreclosures Search (Report Included)	$0.00
Hunting/Fishing Licenses	$0.00
Identity Authenticate (charged per search)	$1.25
Identity Verification (charged per search)	$0.60
InstantID Consumer Search	$0.00
InstantID Consumer & FraudDefender Search	$0.00
Internet Domains	$0.00
Liens & Judgments	$0.00
Liens & Judgments Report	$0.00
Marriages / Divorces Search	$0.00
Medical, Employment and Business Records Retrieval	--
-Medical, Employee Or Business Record Retrieval With Authorization (not discountable)	$35.00
-Medical, Employee Or Business Record Retrieval With Authorization And Affidavit (not discountable)	$72.50
-Medical, Employee Or Business Record Retrieval By Subpoena (not discountable)	$87.50
-Canvassing Up To 5 Custodians (not discountable)	$50.00
-Canvassing From 5 To 10 Custodians (not discountable)	$100.00
-Canvassing Above 10 Custodians, Per Custodian (not discountable)	$10.00
-Chronological Sorting (charged per page) (not discountable)	$0.03
-Pagination Only (charged per page) (not discountable)	$0.10
-Research And Identify Custodial Location	$0.00
- Long distance charges, phone charges, initial and follow up calls	$0.00
-Prepare And Deliver Notice And Subpoena For Signature (If Required)	$0.00
-Deliver Notice To All/3rd Party Notices	$0.00
-Serve Subpoena To Custodian Of Record	$0.00
-Pick-Up Scheduling And Two (2) Field Trips	$0.00

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

-Mileage	$0.00
-Return Record Review For Completeness And Legibility	$0.00
-Rush Fee (One Way) (not discountable)	$25.00
-Witness Fee (Pass Through Fees May Be Charged)	$0.00
-Deposition Trip Fee (not discountable)	$20.00
-Deposition Certification Fee (not discountable)	$20.00
-Custodial Fee (Pass Through Fees May Be Charged)	$0.00
-Custodial Fee Carrying Fee (10% of Pass Thru Fees May Be Charged)	$0.00
-Hard Copy Per Page, Authorization (not discountable)	$0.50
-Hard Copy Per Page, Subpoena, Includes Pagination And Sealing If Required (not discountable)	$0.50
-Hard Copy, Shipping Cost (Pass Through Fees May Be Charged)	$0.00
-Sales/Revenue Taxes (Pass Through Fees May Be Charged)	$0.00
-X-Ray Duplication (not discountable)	$17.50
-Fax Or Electronic Receipt Of Authorization For The Release Of Records	$0.00
-Phone Charges	$0.00
-Authorization Cover Sheet Preparation And Delivery Per Location	$0.00
-Record Receipt And Review (QA)	$0.00
-Electronic Posting Of Record, Per Page	$0.00
-Hospital Charting (charged per page) (not discountable)	$0.25
-Maximum Spend Without Client Authorization, MRR * (not discountable)	$75.00
-Maximum Spend Without Client Authorization, X-Ray Duplication * (not discountable)	$210.00
*Default Can Be Lower Or Higher Based On Customer Specifications	--
Motor Vehicles Search	$0.00
Motor Vehicles Report	$0.00
MVR Reports (Driving Records)** (plus state fee) (charged per search) (not discountable)	$5.00
** Coverage and state fees are available in the product and are subject to change	--
National Motor Vehicle Accident Search & Report (not discountable)	$3.00
National UCC Filings (Report Included)	$0.00
NCPDP (National Council for Prescription Drug Programs) Search	$0.00
NCPDP (National Council for Prescription Drug Programs) Report	$0.00
Neighbors ("Next Steps")	$0.00
NPI Report	$0.00
Official Records Search (Report Included)	$0.00
OSHA Investigative Reports Search	$1.00
Passport Validation	$0.00
People At Work Search	$0.00
People In The News (not discountable)	$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)	--
-1 - 50	$0.00
-51 - 250	$0.00
-251 - 500	$0.00
-501 - 1,000	$0.00
-1,001 - 5,000	$0.00

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

-5,001 - 25,000	$0.00
-25,001 - 100,000	$0.00
Professional Licenses (Report Included)	$0.00
Property Assessment Search	$0.00
Property Assessment Report	$0.00
Property Deed Search	$0.00
Property Deed Report (excluding Deed Image)	$0.00
Property Deed Image (additional charge when ordered from within Property Reports) (not discountable)	$8.00
Property Search (Property Assessments, Deeds & Mortgages)	$0.00
Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	$0.00
Provider Search	$0.25
Provider Report	$5.00
Provider Report Card (charged per search)	$5.00
Provider Sanction Search (charged per search)	$0.25
Provider Sanction Report	$5.00
Real Time Person Search (charged per search)	$3.50
Real Time Phone Search	$0.50
Relatives ("Next Steps")	$0.00
Relatives, Neighbors & Associates ("Next Steps")	$0.00
Relavint Visual Link Analysis (Per Diagram)	$0.00
Satellite Image Search	$0.00
SEC Filings Search	$3.50
Sexual Offenders (Report Included)	$0.00
SIRIS	$0.00
USA Patriot Act	$0.00
Virtual Identity Search & Report	$2.00
Voter Registrations	$0.00
Watercraft	$0.00
Watercraft Report	$0.00
WorkPlace Locator (not discountable)	$3.50
Reports	
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	$0.00
Business Link Report (charged per search)	$5.00
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	$0.00
Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Address Summary and Phones Plus (optional).	$3.50
Entitlement Report: Summary Report, Phones Plus, Bankruptcy, Liens/Judgments, UCC Filings, People At Work, Driver's Licenses, Vehicle Registrations, Property,	$0.00

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Watercraft, FAA Pilots, FAA Aircraft, Professional Licenses, Associates, Relatives (3 Degrees), Criminal Records And Sexual Offenders. Results Can Be Restricted By The User To Their Applicable Dates Of Interest.	
Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Bankruptcy Filings And Corporate Affiliations.	$0.00
Government Location Report (charged per search)	$1.00
Summary Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Census Data, Bankruptcy Indicator, Property Indicator And Corporate Affiliations Indicator.	$0.00
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	$0.00
Additional Report Options:	--
-Bankruptcy	$0.00
-Businesses At Address	$0.00
-Concealed Weapons Permit Search	$0.00
-Criminal Records Search	$0.00
-Criminal Records Report	$0.00
-Driver Licenses At Address	$0.00
-Hunting/Fishing License Search	$0.00
-Liens And Judgments	$0.00
-Motor Vehicles Registered At Address	$0.00
-Neighborhood Profile (2010 Census)	$0.00
-Neighbors At Address	$0.00
-Property Ownership Current / Previous	$0.00
-Sexual Offenders Search (Report Included)	$0.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	$0.00
Additional Report Options:	--
-Associated Businesses	$0.00
-Associated People	$0.00
-Bankruptcy	$0.00
-Business Registrations	$0.00
-Corporation Filings	$0.00
-Dun & Bradstreet Records (not discountable)	$3.75
-FAA Aircraft	$0.00
-Internet Domain Names	$0.00
-IRS 5500	$0.00
-Liens and Judgments	$0.00
-Motor Vehicles	$0.00
-Properties	$0.00
-UCC Filings	$0.00
-Watercraft	$0.00
Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible	$0.00

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

December 10, 2019

Education, Comprehensive Report Summary)	
Additional Report Options:	--
-Associates	$0.00
-Bankruptcy	$0.00
-Criminal Records	$0.00
-DEA Controlled Substances License Search	$0.00
-Driver Licenses Information	$0.00
-Email Search	$0.40
-Federal Firearms & Explosives License Search	$0.00
-Liens And Judgments	$0.00
-Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)	$0.00
-National Motor Vehicle Accident Search & Report	$0.00
-Neighborhood Profile (2010 Census)	$0.00
-Neighbors (Up To 6 Neighbors At 10 Different Addresses)	$0.00
-People At Work	$0.00
-Phones Plus	$0.00
-Professional Licenses (Report Included)	$0.00
-Properties	$0.00
-Real Time Vehicle Registrations (charged per search) (not discountable)	$3.50
-Relatives (Up to 3 Degrees of Separation)	$0.00
-Sexual Offenders	$0.00
-Supplemental Data Sources	$0.00
-UCC Filings	$0.00
Flat Rate Comprehensive Healthcare Business Report (includes Base Report Features and Additional Report Options listed below)	$10.00
Comprehensive Healthcare Business Report (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information)	$0.50
Additional Report Options:	--
-Associated Businesses	$1.00
-Associated People	$1.00
-Bankruptcy (charged per search)	$1.00
-Business Phone Matches	$0.25
-Business Registrations	$0.25
-Corporation Filings	$1.00
-Dun & Bradstreet Records (not discountable)	$3.75
-FAA Aircraft	$0.25
-Internet Domain Names	$0.25
-IRS 5500	$0.00
-Liens And Judgments (charged per search)	$0.25
-Motor Vehicles	$0.75
-Properties	$1.00
-Sanctions	$0.50
-UCC Filings	$0.50
-Verification	$0.75
-Watercraft	$1.00
Flat Rate Comprehensive Healthcare Provider Report (includes Base Report Features	$6.00

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

and Additional Report Options listed below)	
Comprehensive Healthcare Provider Report (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number)	$0.50
Additional Report Options:	--
-Additional Deceased Data Sources	$0.00
-Associates	$0.00
-Bankruptcy (charged per search) (not discountable)	$0.25
-Business Address Summary	$0.25
-Business Affiliations	$0.50
-Business Phone Matches	$0.25
-DEA Licenses	$0.25
-Degrees	$0.00
-Education	$0.50
-Group Affiliations	$0.50
-GSA Sanctions (charged per search)	$0.50
-Hospital Affiliations	$0.50
-Liens And Judgments (charged per search)	$0.25
-Medical Licenses (charged per search)	$1.00
-Possible Criminal Records (charged per search)	$0.25
-Professional Licenses (charged per search)	$1.00
-Sanctions (Disciplinary) (charged per search)	$0.50
-Sexual Offenses (charged per search)	$1.00
-Specialties	$0.00
-Verification	$0.75
Online Batch	
Advanced Person Search	$0.50
Deceased Person	$0.25
Address (Single)	$0.13
Address (Multiple)	$0.16
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Single)	$0.23
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Multiple)	$0.25
Waterfall Phone with Address (single)	$0.25
Waterfall Phone with Address (multiple)	$0.30
Address and/or Phone Confirmation (per input) (single)	$0.03
Address and/or Phone Confirmation (per input) (multiple)	$0.04
Phones Plus	$0.50
Real Time Phone Search	$0.50
Real Time Motor Vehicle Registrations	$1.50
Property - Add Up To Five Properties Owned By The Subject	$1.00
Consumer InstantID	$0.65
Consumer InstantID With Fraud Defender	$0.95
Consumer InstantID With Red Flags Rule	$0.90

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Business InstantID	$1.30
Business InstantID With Fraud Defender	$1.30
Multiple = 2 Or More Phones/Addresses Returned	--

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

December 10, 2019

LexisNexis Risk Solutions

SCHEDULE A
Accurint for Government
(Per User Subscription)

Customer Name: **Jefferson County, TX Justice of the Peace, Precinct 8**
Billgroup #:
LN Account Manager: **Mitchell Kessler**

This Schedule A sets forth additional or amended terms and conditions for the use of the Accurint for Government services ("LN Services"), as set forth in the services agreement between Customer and LN or LN's affiliate(s) for the LN Services ("Agreement"), to which this Schedule A is incorporated by reference. The LN Services herein shall be provided by LexisNexis Risk Solutions FL Inc. ("LN"). Customer acknowledges that the services provided under this Schedule A are non-FCRA services and are not "consumer reports" within the meaning of the FCRA and Customer agrees not to use such reports in any manner that would cause them to be characterized as "consumer reports".

1. SCHEDULE A TERM
The term of this Schedule A will be 12 months beginning January 1, 2020 (the "Initial Term"). Following the Initial Term, this Schedule A shall automatically renew for additional periods of twelve (12) months (each one, a "Renewal Term"), unless written notice of termination is provided to either party at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. FEES
2.1 User Fees: The following table (the "Price Table") describes the agreed upon user fees (the "User Fees"):

PRICE TABLE	
Standard Features Fee (per user):	**$93.73**
Premium Features:	
Total Monthly User Fees (per user):	**$93.73**
Minimum Number of Users	**1**
Total Monthly Minimum Amount	**$93.73**

All of the searches and reports included in the attached Price Schedule are referred to as the "Features". The User Fees include unlimited access to all Features, excluding those Features identified herein as Excluded Features but including the Premium Features listed in the Price Table. User Fees shall be due each month for: (i) any User ID upon which any search occurs during a calendar month; and (ii) any User ID activated on Customer's account which was not used to perform any searches and is not suspended or terminated by the close of business on the last day of any calendar month. At the end of each 12-month period beginning on the effective date hereof, User Fees will be increased 3%.
2.2 Features Not Included: The following Features ("Excluded Features") are not included in the User Fees and shall in all cases be charged separately according to the pricing specified in the attached Price Schedule:

American Board of Medical Specialties Search and Report
Bankruptcy Docket Sheet
Bankruptcy Documents
Business Link Report
Canadian Phones
Comprehensive Healthcare Business and Provider Report
Contact Card Report

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Court Search Wizard
Disclosed Entity Service
Dun & Bradstreet Global Market Identifiers
Dun & Bradstreet Records
Dun & Bradstreet Search
DE Corporation Search and Report
Email Search
FCRA Credit Reports
Federal Civil Court Records Search
Flat Rate Comprehensive Healthcare Business and Provider Report
Government Location Report
Identity Authenticate
Identity Verification
Medical, Employment Or Business Records Retrieval
MVR Reports (Driving Records)
National Motor Vehicle Accident Search and Report
News Searches
Online Batch
OSHA Investigative Reports Search
Property Deed Image
Provider Report Card
Provider Sanction Search and Report
Provider Search and Report
Real Time Person Search
Real Time Phone Search
SEC Filings
Virtual Identity Search and Report
Workplace Locator
XML

LN standard pricing will be in effect for any new features made generally available by LN subsequent to the execution of this Schedule A.

2.3 Payment Amount: Customer shall pay to LN each month the greater of: (i) the total User Fees and applicable Excluded Features fees; or (ii) the total monthly minimum amount(s) of $93.73.

3. EXPIRATION

Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before **December 31, 2019**.

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

December 10, 2019

4. CONFIDENTIAL INFORMATION

This Schedule A contains the confidential pricing information of LN. Customer acknowledges that the disclosure of such pricing information could cause competitive harm to LN, and as such, Customer agrees to maintain this Schedule A in trust and confidence and take reasonable precautions against disclosure to any third party to the extent permitted by local and state law.

AGREED TO AND ACCEPTED BY: Jefferson County, TX Justice of the Peace, Precinct 8

Signed: _____

Name: Jeff R. Branick

Title: Jefferson County Judge

Date: December 17, 2019

ATTEST _____
DATE 12/17/19

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

December 10, 2019

Accurint for Government

(Updated September 5, 2019)
(Plan 44)

(Pricing is per hit unless otherwise indicated. All searches/reports with a price of $0.00 are considered "Standard Features" and are included in Subscription plan.)

PRICE SCHEDULE (Subscription)	
ACCURINT FOR GOVERNMENT FEATURES	**PRICE**
Advanced Motor Vehicle Search	$0.00
Advanced Person Alerts Update	$0.00
Advanced Person Search	$0.00
Automated Valuation Model (AVM) Report	$0.00
American Board Of Medical Specialties Search	$1.00
American Board Of Medical Specialties Report	$5.00
Associates ("Next Steps")	$0.00
Bankruptcies, Liens & Judgments Search	$0.00
Bankruptcy Search	$0.00
Bankruptcy Report	$0.00
Bankruptcy Docket Sheet ($0.50 For First 5 Pages & $0.20 Per Page Thereafter) (not discountable)	$0.50
Bankruptcy Documents (Per Page, Up To Max Charge Of $6 Per Document) (not discountable)	$0.20
Boolean Search	$0.00
Business Credit	$0.00
Business Credit Report	$0.00
Business InstantID	$0.00
Business InstantID & FraudDefender	$0.00
Business Search	$0.00
Businesses In The News (not discountable)	$5.00
Canadian Phones	$0.40
Case Audit Compliance	$0.00
Case Connect Deconfliction Alerts	$0.00
Civil Courts Search (Report Included)	$0.00
CLIA Report	$0.00
Concealed Weapons Permit	$0.00
Corporation Filings (Report Included Except In Delaware)	$0.00
Court Search Wizard (Additional Fees May Apply; Orders Are Non-Refundable)	--
-County Civil Lower & Upper Court - 7 Year (not discountable)	$35.00
-County Civil Lower & Upper Court - 10 Year (not discountable)	$40.00
-County Criminal - 7 Year (not discountable)	$25.00
-County Criminal - 10 Year (not discountable)	$30.00
-Federal Division Civil - 7 Year (not discountable)	$16.00
-Federal Division Civil - 10 Year (not discountable)	$25.00
-Federal Division Criminal - 7 Year (not discountable)	$16.00
-Federal Division Criminal - 10 Year (not discountable)	$25.00
-Statewide Criminal (not discountable)	$24.00

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Criminal Records	$0.00
Criminal Records Report	$0.00
DEA Controlled Substances License Search	$0.00
Death Records	$0.00
Death Records Report	$0.00
Delaware Corporations (not discountable)	$1.00
Delaware Corporations Report (not discountable)	$11.00
Disclosed Entity Service (charged per search) (not discountable)	$5.00
Driver Licenses	$0.00
Dun & Bradstreet (not discountable)	$0.25
Dun & Bradstreet Global Market Identifiers Search	$3.75
Email Search	$0.40
FAA Aircraft (Report Included)	$0.00
FAA Pilots (Report Included)	$0.00
Federal Civil Court Records Search (charged per search)	$2.00
Federal Criminal Court Records Search	$0.00
Federal Firearms & Explosives	$0.00
Federal Employer ID Numbers (FEIN)	$0.00
Fictitious Business Name	$0.00
Foreclosures Search (Report Included)	$0.00
Hunting/Fishing Licenses	$0.00
Identity Authenticate (charged per search)	$1.25
Identity Verification (charged per search)	$0.60
InstantID Consumer Search	$0.00
InstantID Consumer & FraudDefender Search	$0.00
Internet Domains	$0.00
Liens & Judgments	$0.00
Liens & Judgments Report	$0.00
Marriages / Divorces Search	$0.00
Medical, Employment and Business Records Retrieval	--
-Medical, Employee Or Business Record Retrieval With Authorization (not discountable)	$35.00
-Medical, Employee Or Business Record Retrieval With Authorization And Affidavit (not discountable)	$72.50
-Medical, Employee Or Business Record Retrieval By Subpoena (not discountable)	$87.50
-Canvassing Up To 5 Custodians (not discountable)	$50.00
-Canvassing From 5 To 10 Custodians (not discountable)	$100.00
-Canvassing Above 10 Custodians, Per Custodian (not discountable)	$10.00
-Chronological Sorting (charged per page) (not discountable)	$0.03
-Pagination Only (charged per page) (not discountable)	$0.10
-Research And Identify Custodial Location	$0.00
- Long distance charges, phone charges, initial and follow up calls	$0.00
-Prepare And Deliver Notice And Subpoena For Signature (If Required)	$0.00
-Deliver Notice To All/3rd Party Notices	$0.00
-Serve Subpoena To Custodian Of Record	$0.00
-Pick-Up Scheduling And Two (2) Field Trips	$0.00

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

-Mileage	$0.00
-Return Record Review For Completeness And Legibility	$0.00
-Rush Fee (One Way) (not discountable)	$25.00
-Witness Fee (Pass Through Fees May Be Charged)	$0.00
-Deposition Trip Fee (not discountable)	$20.00
-Deposition Certification Fee (not discountable)	$20.00
-Custodial Fee (Pass Through Fees May Be Charged)	$0.00
-Custodial Fee Carrying Fee (10% of Pass Thru Fees May Be Charged)	$0.00
-Hard Copy Per Page, Authorization (not discountable)	$0.50
-Hard Copy Per Page, Subpoena, Includes Pagination And Sealing If Required (not discountable)	$0.50
-Hard Copy, Shipping Cost (Pass Through Fees May Be Charged)	$0.00
-Sales/Revenue Taxes (Pass Through Fees May Be Charged)	$0.00
-X-Ray Duplication (not discountable)	$17.50
-Fax Or Electronic Receipt Of Authorization For The Release Of Records	$0.00
-Phone Charges	$0.00
-Authorization Cover Sheet Preparation And Delivery Per Location	$0.00
-Record Receipt And Review (QA)	$0.00
-Electronic Posting Of Record, Per Page	$0.00
-Hospital Charting (charged per page) (not discountable)	$0.25
-Maximum Spend Without Client Authorization, MRR * (not discountable)	$75.00
-Maximum Spend Without Client Authorization, X-Ray Duplication * (not discountable)	$210.00
*Default Can Be Lower Or Higher Based On Customer Specifications	--
Motor Vehicles Search	$0.00
Motor Vehicles Report	$0.00
MVR Reports (Driving Records)** (plus state fee) (charged per search) (not discountable)	$5.00
** Coverage and state fees are available in the product and are subject to change	--
National Motor Vehicle Accident Search & Report (not discountable)	$3.00
National UCC Filings (Report Included)	$0.00
NCPDP (National Council for Prescription Drug Programs) Search	$0.00
NCPDP (National Council for Prescription Drug Programs) Report	$0.00
Neighbors ("Next Steps")	$0.00
NPI Report	$0.00
Official Records Search (Report Included)	$0.00
OSHA Investigative Reports Search	$1.00
Passport Validation	$0.00
People At Work Search	$0.00
People In The News (not discountable)	$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)	--
-1 - 50	$0.00
-51 - 250	$0.00
-251 - 500	$0.00
-501 - 1,000	$0.00
-1,001 - 5,000	$0.00

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

-5,001 - 25,000	$0.00
-25,001 - 100,000	$0.00
Professional Licenses (Report Included)	$0.00
Property Assessment Search	$0.00
Property Assessment Report	$0.00
Property Deed Search	$0.00
Property Deed Report (excluding Deed Image)	$0.00
Property Deed Image (additional charge when ordered from within Property Reports) (not discountable)	$8.00
Property Search (Property Assessments, Deeds & Mortgages)	$0.00
Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	$0.00
Provider Search	$0.25
Provider Report	$5.00
Provider Report Card (charged per search)	$5.00
Provider Sanction Search (charged per search)	$0.25
Provider Sanction Report	$5.00
Real Time Person Search (charged per search)	$3.50
Real Time Phone Search	$0.50
Relatives ("Next Steps")	$0.00
Relatives, Neighbors & Associates ("Next Steps")	$0.00
Relavint Visual Link Analysis (Per Diagram)	$0.00
Satellite Image Search	$0.00
SEC Filings Search	$3.50
Sexual Offenders (Report Included)	$0.00
SIRIS	$0.00
USA Patriot Act	$0.00
Virtual Identity Search & Report	$2.00
Voter Registrations	$0.00
Watercraft	$0.00
Watercraft Report	$0.00
WorkPlace Locator (not discountable)	$3.50
Reports	
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	$0.00
Business Link Report (charged per search)	$5.00
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	$0.00
Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Address Summary and Phones Plus (optional).	$3.50
Entitlement Report: Summary Report, Phones Plus, Bankruptcy, Liens/Judgments, UCC Filings, People At Work, Driver's Licenses, Vehicle Registrations, Property,	$0.00

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Watercraft, FAA Pilots, FAA Aircraft, Professional Licenses, Associates, Relatives (3 Degrees), Criminal Records And Sexual Offenders. Results Can Be Restricted By The User To Their Applicable Dates Of Interest.	
Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Bankruptcy Filings And Corporate Affiliations.	$0.00
Government Location Report (charged per search)	$1.00
Summary Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Census Data, Bankruptcy Indicator, Property Indicator And Corporate Affiliations Indicator.	$0.00
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	$0.00
Additional Report Options:	--
-Bankruptcy	$0.00
-Businesses At Address	$0.00
-Concealed Weapons Permit Search	$0.00
-Criminal Records Search	$0.00
-Criminal Records Report	$0.00
-Driver Licenses At Address	$0.00
-Hunting/Fishing License Search	$0.00
-Liens And Judgments	$0.00
-Motor Vehicles Registered At Address	$0.00
-Neighborhood Profile (2010 Census)	$0.00
-Neighbors At Address	$0.00
-Property Ownership Current / Previous	$0.00
-Sexual Offenders Search (Report Included)	$0.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	$0.00
Additional Report Options:	--
-Associated Businesses	$0.00
-Associated People	$0.00
-Bankruptcy	$0.00
-Business Registrations	$0.00
-Corporation Filings	$0.00
-Dun & Bradstreet Records (not discountable)	$3.75
-FAA Aircraft	$0.00
-Internet Domain Names	$0.00
-IRS 5500	$0.00
-Liens and Judgments	$0.00
-Motor Vehicles	$0.00
-Properties	$0.00
-UCC Filings	$0.00
-Watercraft	$0.00
Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible	$0.00

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

December 10, 2019

Education, Comprehensive Report Summary)	
Additional Report Options:	--
-Associates	$0.00
-Bankruptcy	$0.00
-Criminal Records	$0.00
-DEA Controlled Substances License Search	$0.00
-Driver Licenses Information	$0.00
-Email Search	$0.40
-Federal Firearms & Explosives License Search	$0.00
-Liens And Judgments	$0.00
-Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)	$0.00
-National Motor Vehicle Accident Search & Report	$0.00
-Neighborhood Profile (2010 Census)	$0.00
-Neighbors (Up To 6 Neighbors At 10 Different Addresses)	$0.00
-People At Work	$0.00
-Phones Plus	$0.00
-Professional Licenses (Report Included)	$0.00
-Properties	$0.00
-Real Time Vehicle Registrations (charged per search) (not discountable)	$3.50
-Relatives (Up to 3 Degrees of Separation)	$0.00
-Sexual Offenders	$0.00
-Supplemental Data Sources	$0.00
-UCC Filings	$0.00
Flat Rate Comprehensive Healthcare Business Report (includes Base Report Features and Additional Report Options listed below)	$10.00
Comprehensive Healthcare Business Report (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information)	$0.50
Additional Report Options:	--
-Associated Businesses	$1.00
-Associated People	$1.00
-Bankruptcy (charged per search)	$1.00
-Business Phone Matches	$0.25
-Business Registrations	$0.25
-Corporation Filings	$1.00
-Dun & Bradstreet Records (not discountable)	$3.75
-FAA Aircraft	$0.25
-Internet Domain Names	$0.25
-IRS 5500	$0.00
-Liens And Judgments (charged per search)	$0.25
-Motor Vehicles	$0.75
-Properties	$1.00
-Sanctions	$0.50
-UCC Filings	$0.50
-Verification	$0.75
-Watercraft	$1.00
Flat Rate Comprehensive Healthcare Provider Report (includes Base Report Features	$6.00

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

and Additional Report Options listed below)	
Comprehensive Healthcare Provider Report (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number)	$0.50
Additional Report Options:	--
-Additional Deceased Data Sources	$0.00
-Associates	$0.00
-Bankruptcy (charged per search) (not discountable)	$0.25
-Business Address Summary	$0.25
-Business Affiliations	$0.50
-Business Phone Matches	$0.25
-DEA Licenses	$0.25
-Degrees	$0.00
-Education	$0.50
-Group Affiliations	$0.50
-GSA Sanctions (charged per search)	$0.50
-Hospital Affiliations	$0.50
-Liens And Judgments (charged per search)	$0.25
-Medical Licenses (charged per search)	$1.00
-Possible Criminal Records (charged per search)	$0.25
-Professional Licenses (charged per search)	$1.00
-Sanctions (Disciplinary) (charged per search)	$0.50
-Sexual Offenses (charged per search)	$1.00
-Specialties	$0.00
-Verification	$0.75
Online Batch	
Advanced Person Search	$0.50
Deceased Person	$0.25
Address (Single)	$0.13
Address (Multiple)	$0.16
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Single)	$0.23
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Multiple)	$0.25
Waterfall Phone with Address (single)	$0.25
Waterfall Phone with Address (multiple)	$0.30
Address and/or Phone Confirmation (per input) (single)	$0.03
Address and/or Phone Confirmation (per input) (multiple)	$0.04
Phones Plus	$0.50
Real Time Phone Search	$0.50
Real Time Motor Vehicle Registrations	$1.50
Property - Add Up To Five Properties Owned By The Subject	$1.00
Consumer InstantID	$0.65
Consumer InstantID With Fraud Defender	$0.95
Consumer InstantID With Red Flags Rule	$0.90

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

December 10, 2019

Business InstantID	$1.30
Business InstantID With Fraud Defender	$1.30
Multiple = 2 Or More Phones/Addresses Returned	--

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

December 10, 2019

LexisNexis Risk Solutions

SCHEDULE A
Accurint for Government
(Per User Subscription)

Customer Name: **Jefferson County, TX Justice of the Peace, Precinct 1, Place 1**

Billgroup #:

LN Account Manager: **Mitchell Kessler**

This Schedule A sets forth additional or amended terms and conditions for the use of the Accurint for Government services ("LN Services"), as set forth in the services agreement between Customer and LN or LN's affiliate(s) for the LN Services ("Agreement"), to which this Schedule A is incorporated by reference. The LN Services herein shall be provided by LexisNexis Risk Solutions FL Inc. ("LN"). Customer acknowledges that the services provided under this Schedule A are non-FCRA services and are not "consumer reports" within the meaning of the FCRA and Customer agrees not to use such reports in any manner that would cause them to be characterized as "consumer reports".

1. SCHEDULE A TERM

The term of this Schedule A will be 12 months beginning January 1, 2020 (the "Initial Term"). Following the Initial Term, this Schedule A shall automatically renew for additional periods of twelve (12) months (each one, a "Renewal Term"), unless written notice of termination is provided to either party at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. FEES

2.1 User Fees: The following table (the "Price Table") describes the agreed upon user fees (the "User Fees"):

PRICE TABLE	
Standard Features Fee (per user):	**$93.73**
Premium Features:	
Total Monthly User Fees (per user):	**$93.73**
Minimum Number of Users	**1**
Total Monthly Minimum Amount	**$93.73**

All of the searches and reports included in the attached Price Schedule are referred to as the "Features". The User Fees include unlimited access to all Features, excluding those Features identified herein as Excluded Features but including the Premium Features listed in the Price Table. User Fees shall be due each month for: (i) any User ID upon which any search occurs during a calendar month; and (ii) any User ID activated on Customer's account which was not used to perform any searches and is not suspended or terminated by the close of business on the last day of any calendar month. At the end of each 12-month period beginning on the effective date hereof, User Fees will be increased 3%.

2.2 Features Not Included: The following Features ("Excluded Features") are not included in the User Fees and shall in all cases be charged separately according to the pricing specified in the attached Price Schedule:

American Board of Medical Specialties Search and Report
Bankruptcy Docket Sheet
Bankruptcy Documents
Business Link Report
Canadian Phones
Comprehensive Healthcare Business and Provider Report

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Contact Card Report
Court Search Wizard
Disclosed Entity Service
Dun & Bradstreet Global Market Identifiers
Dun & Bradstreet Records
Dun & Bradstreet Search
DE Corporation Search and Report
Email Search
FCRA Credit Reports
Federal Civil Court Records Search
Flat Rate Comprehensive Healthcare Business and Provider Report
Government Location Report
Identity Authenticate
Identity Verification
Medical, Employment Or Business Records Retrieval
MVR Reports (Driving Records)
National Motor Vehicle Accident Search and Report
News Searches
Online Batch
OSHA Investigative Reports Search
Property Deed Image
Provider Report Card
Provider Sanction Search and Report
Provider Search and Report
Real Time Person Search
Real Time Phone Search
SEC Filings
Virtual Identity Search and Report
Workplace Locator
XML

LN standard pricing will be in effect for any new features made generally available by LN subsequent to the execution of this Schedule A.

2.3 Payment Amount: Customer shall pay to LN each month the greater of: (i) the total User Fees and applicable Excluded Features fees; or (ii) the total monthly minimum amount(s) of $93.73.

3. EXPIRATION

Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before **December 31, 2019**.

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

December 10, 2019

4. CONFIDENTIAL INFORMATION

This Schedule A contains the confidential pricing information of LN. Customer acknowledges that the disclosure of such pricing information could cause competitive harm to LN, and as such, Customer agrees to maintain this Schedule A in trust and confidence and take reasonable precautions against disclosure to any third party to the extent permitted by local and state law.

AGREED TO AND ACCEPTED BY: Jefferson County, TX Justice of the Peace, Precinct 1, Place 1

Signed: _____

Name: Jeff R. Branick

Title: Jefferson county Judge

Date: December 17, 2019

ATTEST Carolyn L. Guidry
DATE 12/16/19

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

December 10, 2019

Accurint for Government

(Updated September 5, 2019)
(Plan 44)

(Pricing is per hit unless otherwise indicated. All searches/reports with a price of $0.00 are considered "Standard Features" and are included in Subscription plan.)

PRICE SCHEDULE (Subscription)	
ACCURINT FOR GOVERNMENT FEATURES	**PRICE**
Advanced Motor Vehicle Search	$0.00
Advanced Person Alerts Update	$0.00
Advanced Person Search	$0.00
Automated Valuation Model (AVM) Report	$0.00
American Board Of Medical Specialties Search	$1.00
American Board Of Medical Specialties Report	$5.00
Associates ("Next Steps")	$0.00
Bankruptcies, Liens & Judgments Search	$0.00
Bankruptcy Search	$0.00
Bankruptcy Report	$0.00
Bankruptcy Docket Sheet ($0.50 For First 5 Pages & $0.20 Per Page Thereafter) (not discountable)	$0.50
Bankruptcy Documents (Per Page, Up To Max Charge Of $6 Per Document) (not discountable)	$0.20
Boolean Search	$0.00
Business Credit	$0.00
Business Credit Report	$0.00
Business InstantID	$0.00
Business InstantID & FraudDefender	$0.00
Business Search	$0.00
Businesses In The News (not discountable)	$5.00
Canadian Phones	$0.40
Case Audit Compliance	$0.00
Case Connect Deconfliction Alerts	$0.00
Civil Courts Search (Report Included)	$0.00
CLIA Report	$0.00
Concealed Weapons Permit	$0.00
Corporation Filings (Report Included Except In Delaware)	$0.00
Court Search Wizard (Additional Fees May Apply; Orders Are Non-Refundable)	--
-County Civil Lower & Upper Court - 7 Year (not discountable)	$35.00
-County Civil Lower & Upper Court - 10 Year (not discountable)	$40.00
-County Criminal - 7 Year (not discountable)	$25.00
-County Criminal - 10 Year (not discountable)	$30.00
-Federal Division Civil - 7 Year (not discountable)	$16.00
-Federal Division Civil - 10 Year (not discountable)	$25.00
-Federal Division Criminal - 7 Year (not discountable)	$16.00
-Federal Division Criminal - 10 Year (not discountable)	$25.00
-Statewide Criminal (not discountable)	$24.00

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Criminal Records	$0.00
Criminal Records Report	$0.00
DEA Controlled Substances License Search	$0.00
Death Records	$0.00
Death Records Report	$0.00
Delaware Corporations (not discountable)	$1.00
Delaware Corporations Report (not discountable)	$11.00
Disclosed Entity Service (charged per search) (not discountable)	$5.00
Driver Licenses	$0.00
Dun & Bradstreet (not discountable)	$0.25
Dun & Bradstreet Global Market Identifiers Search	$3.75
Email Search	$0.40
FAA Aircraft (Report Included)	$0.00
FAA Pilots (Report Included)	$0.00
Federal Civil Court Records Search (charged per search)	$2.00
Federal Criminal Court Records Search	$0.00
Federal Firearms & Explosives	$0.00
Federal Employer ID Numbers (FEIN)	$0.00
Fictitious Business Name	$0.00
Foreclosures Search (Report Included)	$0.00
Hunting/Fishing Licenses	$0.00
Identity Authenticate (charged per search)	$1.25
Identity Verification (charged per search)	$0.60
InstantID Consumer Search	$0.00
InstantID Consumer & FraudDefender Search	$0.00
Internet Domains	$0.00
Liens & Judgments	$0.00
Liens & Judgments Report	$0.00
Marriages / Divorces Search	$0.00
Medical, Employment and Business Records Retrieval	--
-Medical, Employee Or Business Record Retrieval With Authorization (not discountable)	$35.00
-Medical, Employee Or Business Record Retrieval With Authorization And Affidavit (not discountable)	$72.50
-Medical, Employee Or Business Record Retrieval By Subpoena (not discountable)	$87.50
-Canvassing Up To 5 Custodians (not discountable)	$50.00
-Canvassing From 5 To 10 Custodians (not discountable)	$100.00
-Canvassing Above 10 Custodians, Per Custodian (not discountable)	$10.00
-Chronological Sorting (charged per page) (not discountable)	$0.03
-Pagination Only (charged per page) (not discountable)	$0.10
-Research And Identify Custodial Location	$0.00
- Long distance charges, phone charges, initial and follow up calls	$0.00
-Prepare And Deliver Notice And Subpoena For Signature (If Required)	$0.00
-Deliver Notice To All/3rd Party Notices	$0.00
-Serve Subpoena To Custodian Of Record	$0.00
-Pick-Up Scheduling And Two (2) Field Trips	$0.00

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

-Mileage	$0.00
-Return Record Review For Completeness And Legibility	$0.00
-Rush Fee (One Way) (not discountable)	$25.00
-Witness Fee (Pass Through Fees May Be Charged)	$0.00
-Deposition Trip Fee (not discountable)	$20.00
-Deposition Certification Fee (not discountable)	$20.00
-Custodial Fee (Pass Through Fees May Be Charged)	$0.00
-Custodial Fee Carrying Fee (10% of Pass Thru Fees May Be Charged)	$0.00
-Hard Copy Per Page, Authorization (not discountable)	$0.50
-Hard Copy Per Page, Subpoena, Includes Pagination And Sealing If Required (not discountable)	$0.50
-Hard Copy, Shipping Cost (Pass Through Fees May Be Charged)	$0.00
-Sales/Revenue Taxes (Pass Through Fees May Be Charged)	$0.00
-X-Ray Duplication (not discountable)	$17.50
-Fax Or Electronic Receipt Of Authorization For The Release Of Records	$0.00
-Phone Charges	$0.00
-Authorization Cover Sheet Preparation And Delivery Per Location	$0.00
-Record Receipt And Review (QA)	$0.00
-Electronic Posting Of Record, Per Page	$0.00
-Hospital Charting (charged per page) (not discountable)	$0.25
-Maximum Spend Without Client Authorization, MRR * (not discountable)	$75.00
-Maximum Spend Without Client Authorization, X-Ray Duplication * (not discountable)	$210.00
*Default Can Be Lower Or Higher Based On Customer Specifications	--
Motor Vehicles Search	$0.00
Motor Vehicles Report	$0.00
MVR Reports (Driving Records)** (plus state fee) (charged per search) (not discountable)	$5.00
** Coverage and state fees are available in the product and are subject to change	--
National Motor Vehicle Accident Search & Report (not discountable)	$3.00
National UCC Filings (Report Included)	$0.00
NCPDP (National Council for Prescription Drug Programs) Search	$0.00
NCPDP (National Council for Prescription Drug Programs) Report	$0.00
Neighbors ("Next Steps")	$0.00
NPI Report	$0.00
Official Records Search (Report Included)	$0.00
OSHA Investigative Reports Search	$1.00
Passport Validation	$0.00
People At Work Search	$0.00
People In The News (not discountable)	$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)	--
-1 - 50	$0.00
-51 - 250	$0.00
-251 - 500	$0.00
-501 - 1,000	$0.00
-1,001 - 5,000	$0.00

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

-5,001 - 25,000	$0.00
-25,001 - 100,000	$0.00
Professional Licenses (Report Included)	$0.00
Property Assessment Search	$0.00
Property Assessment Report	$0.00
Property Deed Search	$0.00
Property Deed Report (excluding Deed Image)	$0.00
Property Deed Image (additional charge when ordered from within Property Reports) (not discountable)	$8.00
Property Search (Property Assessments, Deeds & Mortgages)	$0.00
Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	$0.00
Provider Search	$0.25
Provider Report	$5.00
Provider Report Card (charged per search)	$5.00
Provider Sanction Search (charged per search)	$0.25
Provider Sanction Report	$5.00
Real Time Person Search (charged per search)	$3.50
Real Time Phone Search	$0.50
Relatives ("Next Steps")	$0.00
Relatives, Neighbors & Associates ("Next Steps")	$0.00
Relavint Visual Link Analysis (Per Diagram)	$0.00
Satellite Image Search	$0.00
SEC Filings Search	$3.50
Sexual Offenders (Report Included)	$0.00
SIRIS	$0.00
USA Patriot Act	$0.00
Virtual Identity Search & Report	$2.00
Voter Registrations	$0.00
Watercraft	$0.00
Watercraft Report	$0.00
WorkPlace Locator (not discountable)	$3.50
Reports	
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	$0.00
Business Link Report (charged per search)	$5.00
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	$0.00
Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Address Summary and Phones Plus (optional).	$3.50
Entitlement Report: Summary Report, Phones Plus, Bankruptcy, Liens/Judgments, UCC Filings, People At Work, Driver's Licenses, Vehicle Registrations, Property,	$0.00

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Watercraft, FAA Pilots, FAA Aircraft, Professional Licenses, Associates, Relatives (3 Degrees), Criminal Records And Sexual Offenders. Results Can Be Restricted By The User To Their Applicable Dates Of Interest.	
Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Bankruptcy Filings And Corporate Affiliations.	$0.00
Government Location Report (charged per search)	$1.00
Summary Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Census Data, Bankruptcy Indicator, Property Indicator And Corporate Affiliations Indicator.	$0.00
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	$0.00
Additional Report Options:	--
-Bankruptcy	$0.00
-Businesses At Address	$0.00
-Concealed Weapons Permit Search	$0.00
-Criminal Records Search	$0.00
-Criminal Records Report	$0.00
-Driver Licenses At Address	$0.00
-Hunting/Fishing License Search	$0.00
-Liens And Judgments	$0.00
-Motor Vehicles Registered At Address	$0.00
-Neighborhood Profile (2010 Census)	$0.00
-Neighbors At Address	$0.00
-Property Ownership Current / Previous	$0.00
-Sexual Offenders Search (Report Included)	$0.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	$0.00
Additional Report Options:	--
-Associated Businesses	$0.00
-Associated People	$0.00
-Bankruptcy	$0.00
-Business Registrations	$0.00
-Corporation Filings	$0.00
-Dun & Bradstreet Records (not discountable)	$3.75
-FAA Aircraft	$0.00
-Internet Domain Names	$0.00
-IRS 5500	$0.00
-Liens and Judgments	$0.00
-Motor Vehicles	$0.00
-Properties	$0.00
-UCC Filings	$0.00
-Watercraft	$0.00
Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible	$0.00

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

December 10, 2019

Education, Comprehensive Report Summary)	
Additional Report Options:	--
-Associates	$0.00
-Bankruptcy	$0.00
-Criminal Records	$0.00
-DEA Controlled Substances License Search	$0.00
-Driver Licenses Information	$0.00
-Email Search	$0.40
-Federal Firearms & Explosives License Search	$0.00
-Liens And Judgments	$0.00
-Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)	$0.00
-National Motor Vehicle Accident Search & Report	$0.00
-Neighborhood Profile (2010 Census)	$0.00
-Neighbors (Up To 6 Neighbors At 10 Different Addresses)	$0.00
-People At Work	$0.00
-Phones Plus	$0.00
-Professional Licenses (Report Included)	$0.00
-Properties	$0.00
-Real Time Vehicle Registrations (charged per search) (not discountable)	$3.50
-Relatives (Up to 3 Degrees of Separation)	$0.00
-Sexual Offenders	$0.00
-Supplemental Data Sources	$0.00
-UCC Filings	$0.00
Flat Rate Comprehensive Healthcare Business Report (includes Base Report Features and Additional Report Options listed below)	$10.00
Comprehensive Healthcare Business Report (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information)	$0.50
Additional Report Options:	--
-Associated Businesses	$1.00
-Associated People	$1.00
-Bankruptcy (charged per search)	$1.00
-Business Phone Matches	$0.25
-Business Registrations	$0.25
-Corporation Filings	$1.00
-Dun & Bradstreet Records (not discountable)	$3.75
-FAA Aircraft	$0.25
-Internet Domain Names	$0.25
-IRS 5500	$0.00
-Liens And Judgments (charged per search)	$0.25
-Motor Vehicles	$0.75
-Properties	$1.00
-Sanctions	$0.50
-UCC Filings	$0.50
-Verification	$0.75
-Watercraft	$1.00
Flat Rate Comprehensive Healthcare Provider Report (includes Base Report Features	$6.00

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

and Additional Report Options listed below)	
Comprehensive Healthcare Provider Report (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number)	$0.50
Additional Report Options:	--
-Additional Deceased Data Sources	$0.00
-Associates	$0.00
-Bankruptcy (charged per search) (not discountable)	$0.25
-Business Address Summary	$0.25
-Business Affiliations	$0.50
-Business Phone Matches	$0.25
-DEA Licenses	$0.25
-Degrees	$0.00
-Education	$0.50
-Group Affiliations	$0.50
-GSA Sanctions (charged per search)	$0.50
-Hospital Affiliations	$0.50
-Liens And Judgments (charged per search)	$0.25
-Medical Licenses (charged per search)	$1.00
-Possible Criminal Records (charged per search)	$0.25
-Professional Licenses (charged per search)	$1.00
-Sanctions (Disciplinary) (charged per search)	$0.50
-Sexual Offenses (charged per search)	$1.00
-Specialties	$0.00
-Verification	$0.75
Online Batch	
Advanced Person Search	$0.50
Deceased Person	$0.25
Address (Single)	$0.13
Address (Multiple)	$0.16
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Single)	$0.23
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Multiple)	$0.25
Waterfall Phone with Address (single)	$0.25
Waterfall Phone with Address (multiple)	$0.30
Address and/or Phone Confirmation (per input) (single)	$0.03
Address and/or Phone Confirmation (per input) (multiple)	$0.04
Phones Plus	$0.50
Real Time Phone Search	$0.50
Real Time Motor Vehicle Registrations	$1.50
Property - Add Up To Five Properties Owned By The Subject	$1.00
Consumer InstantID	$0.65
Consumer InstantID With Fraud Defender	$0.95
Consumer InstantID With Red Flags Rule	$0.90

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Business InstantID	$1.30
Business InstantID With Fraud Defender	$1.30
Multiple = 2 Or More Phones/Addresses Returned	--

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

December 10, 2019

LexisNexis Risk Solutions

SCHEDULE A
Accurint for Government
(Per User Subscription)

Customer Name: **Jefferson County, TX - Justice of the Peace, Precinct 1, Place 2**

Billgroup #:

LN Account Manager: **Mitchell Kessler**

This Schedule A sets forth additional or amended terms and conditions for the use of the Accurint for Government services ("LN Services"), as set forth in the services agreement between Customer and LN or LN's affiliate(s) for the LN Services ("Agreement"), to which this Schedule A is incorporated by reference. The LN Services herein shall be provided by LexisNexis Risk Solutions FL Inc. ("LN"). Customer acknowledges that the services provided under this Schedule A are non-FCRA services and are not "consumer reports" within the meaning of the FCRA and Customer agrees not to use such reports in any manner that would cause them to be characterized as "consumer reports".

1. SCHEDULE A TERM

The term of this Schedule A will be 12 months beginning January 1, 2020 (the "Initial Term"). Following the Initial Term, this Schedule A shall automatically renew for additional periods of twelve (12) months (each one, a "Renewal Term"), unless written notice of termination is provided to either party at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. FEES

2.1 User Fees: The following table (the "Price Table") describes the agreed upon user fees (the "User Fees"):

PRICE TABLE	
Standard Features Fee (per user):	**$93.73**
Premium Features:	
Total Monthly User Fees (per user):	**$93.73**
Minimum Number of Users	**1**
Total Monthly Minimum Amount	**$93.73**

All of the searches and reports included in the attached Price Schedule are referred to as the "Features". The User Fees include unlimited access to all Features, excluding those Features identified herein as Excluded Features but including the Premium Features listed in the Price Table. User Fees shall be due each month for: (i) any User ID upon which any search occurs during a calendar month; and (ii) any User ID activated on Customer's account which was not used to perform any searches and is not suspended or terminated by the close of business on the last day of any calendar month. At the end of each 12-month period beginning on the effective date hereof, User Fees will be increased 3%.

2.2 Features Not Included: The following Features ("Excluded Features") are not included in the User Fees and shall in all cases be charged separately according to the pricing specified in the attached Price Schedule:

American Board of Medical Specialties Search and Report
Bankruptcy Docket Sheet
Bankruptcy Documents
Business Link Report
Canadian Phones
Comprehensive Healthcare Business and Provider Report

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Contact Card Report
Court Search Wizard
Disclosed Entity Service
Dun & Bradstreet Global Market Identifiers
Dun & Bradstreet Records
Dun & Bradstreet Search
DE Corporation Search and Report
Email Search
FCRA Credit Reports
Federal Civil Court Records Search
Flat Rate Comprehensive Healthcare Business and Provider Report
Government Location Report
Identity Authenticate
Identity Verification
Medical, Employment Or Business Records Retrieval
MVR Reports (Driving Records)
National Motor Vehicle Accident Search and Report
News Searches
Online Batch
OSHA Investigative Reports Search
Property Deed Image
Provider Report Card
Provider Sanction Search and Report
Provider Search and Report
Real Time Person Search
Real Time Phone Search
SEC Filings
Virtual Identity Search and Report
Workplace Locator
XML

LN standard pricing will be in effect for any new features made generally available by LN subsequent to the execution of this Schedule A.

2.3 Payment Amount: Customer shall pay to LN each month the greater of: (i) the total User Fees and applicable Excluded Features fees; or (ii) the total monthly minimum amount(s) of $93.73.

3. EXPIRATION

Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before **December 23, 2019**.

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

December 10, 2019

4. CONFIDENTIAL INFORMATION

This Schedule A contains the confidential pricing information of LN. Customer acknowledges that the disclosure of such pricing information could cause competitive harm to LN, and as such, Customer agrees to maintain this Schedule A in trust and confidence and take reasonable precautions against disclosure to any third party to the extent permitted by local and state law.

AGREED TO AND ACCEPTED BY: Jefferson County, TX - Justice of the Peace, Precinct 1, Place 2

Signed: _____

Name: Jeff R. Branick

Title: Jefferson County Judge

Date: December 17, 2019

ATTEST _____
DATE 12/17/19

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

Accurint for Government (Plan 44)
Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

December 10, 2019

Accurint for Government

(Updated September 5, 2019)
(Plan 44)

(Pricing is per hit unless otherwise indicated. All searches/reports with a price of $0.00 are considered "Standard Features" and are included in Subscription plan.)

PRICE SCHEDULE (Subscription)	
ACCURINT FOR GOVERNMENT FEATURES	**PRICE**
Advanced Motor Vehicle Search	$0.00
Advanced Person Alerts Update	$0.00
Advanced Person Search	$0.00
Automated Valuation Model (AVM) Report	$0.00
American Board Of Medical Specialties Search	$1.00
American Board Of Medical Specialties Report	$5.00
Associates ("Next Steps")	$0.00
Bankruptcies, Liens & Judgments Search	$0.00
Bankruptcy Search	$0.00
Bankruptcy Report	$0.00
Bankruptcy Docket Sheet ($0.50 For First 5 Pages & $0.20 Per Page Thereafter) (not discountable)	$0.50
Bankruptcy Documents (Per Page, Up To Max Charge Of $6 Per Document) (not discountable)	$0.20
Boolean Search	$0.00
Business Credit	$0.00
Business Credit Report	$0.00
Business InstantID	$0.00
Business InstantID & FraudDefender	$0.00
Business Search	$0.00
Businesses In The News (not discountable)	$5.00
Canadian Phones	$0.40
Case Audit Compliance	$0.00
Case Connect Deconfliction Alerts	$0.00
Civil Courts Search (Report Included)	$0.00
CLIA Report	$0.00
Concealed Weapons Permit	$0.00
Corporation Filings (Report Included Except In Delaware)	$0.00
Court Search Wizard (Additional Fees May Apply; Orders Are Non-Refundable)	--
-County Civil Lower & Upper Court - 7 Year (not discountable)	$35.00
-County Civil Lower & Upper Court - 10 Year (not discountable)	$40.00
-County Criminal - 7 Year (not discountable)	$25.00
-County Criminal - 10 Year (not discountable)	$30.00
-Federal Division Civil - 7 Year (not discountable)	$16.00
-Federal Division Civil - 10 Year (not discountable)	$25.00
-Federal Division Criminal - 7 Year (not discountable)	$16.00
-Federal Division Criminal - 10 Year (not discountable)	$25.00
-Statewide Criminal (not discountable)	$24.00

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Criminal Records	$0.00
Criminal Records Report	$0.00
DEA Controlled Substances License Search	$0.00
Death Records	$0.00
Death Records Report	$0.00
Delaware Corporations (not discountable)	$1.00
Delaware Corporations Report (not discountable)	$11.00
Disclosed Entity Service (charged per search) (not discountable)	$5.00
Driver Licenses	$0.00
Dun & Bradstreet (not discountable)	$0.25
Dun & Bradstreet Global Market Identifiers Search	$3.75
Email Search	$0.40
FAA Aircraft (Report Included)	$0.00
FAA Pilots (Report Included)	$0.00
Federal Civil Court Records Search (charged per search)	$2.00
Federal Criminal Court Records Search	$0.00
Federal Firearms & Explosives	$0.00
Federal Employer ID Numbers (FEIN)	$0.00
Fictitious Business Name	$0.00
Foreclosures Search (Report Included)	$0.00
Hunting/Fishing Licenses	$0.00
Identity Authenticate (charged per search)	$1.25
Identity Verification (charged per search)	$0.60
InstantID Consumer Search	$0.00
InstantID Consumer & FraudDefender Search	$0.00
Internet Domains	$0.00
Liens & Judgments	$0.00
Liens & Judgments Report	$0.00
Marriages / Divorces Search	$0.00
Medical, Employment and Business Records Retrieval	--
-Medical, Employee Or Business Record Retrieval With Authorization (not discountable)	$35.00
-Medical, Employee Or Business Record Retrieval With Authorization And Affidavit (not discountable)	$72.50
-Medical, Employee Or Business Record Retrieval By Subpoena (not discountable)	$87.50
-Canvassing Up To 5 Custodians (not discountable)	$50.00
-Canvassing From 5 To 10 Custodians (not discountable)	$100.00
-Canvassing Above 10 Custodians, Per Custodian (not discountable)	$10.00
-Chronological Sorting (charged per page) (not discountable)	$0.03
-Pagination Only (charged per page) (not discountable)	$0.10
-Research And Identify Custodial Location	$0.00
- Long distance charges, phone charges, initial and follow up calls	$0.00
-Prepare And Deliver Notice And Subpoena For Signature (If Required)	$0.00
-Deliver Notice To All/3rd Party Notices	$0.00
-Serve Subpoena To Custodian Of Record	$0.00
-Pick-Up Scheduling And Two (2) Field Trips	$0.00

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

-Mileage	$0.00
-Return Record Review For Completeness And Legibility	$0.00
-Rush Fee (One Way) (not discountable)	$25.00
-Witness Fee (Pass Through Fees May Be Charged)	$0.00
-Deposition Trip Fee (not discountable)	$20.00
-Deposition Certification Fee (not discountable)	$20.00
-Custodial Fee (Pass Through Fees May Be Charged)	$0.00
-Custodial Fee Carrying Fee (10% of Pass Thru Fees May Be Charged)	$0.00
-Hard Copy Per Page, Authorization (not discountable)	$0.50
-Hard Copy Per Page, Subpoena, Includes Pagination And Sealing If Required (not discountable)	$0.50
-Hard Copy, Shipping Cost (Pass Through Fees May Be Charged)	$0.00
-Sales/Revenue Taxes (Pass Through Fees May Be Charged)	$0.00
-X-Ray Duplication (not discountable)	$17.50
-Fax Or Electronic Receipt Of Authorization For The Release Of Records	$0.00
-Phone Charges	$0.00
-Authorization Cover Sheet Preparation And Delivery Per Location	$0.00
-Record Receipt And Review (QA)	$0.00
-Electronic Posting Of Record, Per Page	$0.00
-Hospital Charting (charged per page) (not discountable)	$0.25
-Maximum Spend Without Client Authorization, MRR * (not discountable)	$75.00
-Maximum Spend Without Client Authorization, X-Ray Duplication * (not discountable)	$210.00
*Default Can Be Lower Or Higher Based On Customer Specifications	--
Motor Vehicles Search	$0.00
Motor Vehicles Report	$0.00
MVR Reports (Driving Records)** (plus state fee) (charged per search) (not discountable)	$5.00
** Coverage and state fees are available in the product and are subject to change	--
National Motor Vehicle Accident Search & Report (not discountable)	$3.00
National UCC Filings (Report Included)	$0.00
NCPDP (National Council for Prescription Drug Programs) Search	$0.00
NCPDP (National Council for Prescription Drug Programs) Report	$0.00
Neighbors ("Next Steps")	$0.00
NPI Report	$0.00
Official Records Search (Report Included)	$0.00
OSHA Investigative Reports Search	$1.00
Passport Validation	$0.00
People At Work Search	$0.00
People In The News (not discountable)	$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)	--
-1 - 50	$0.00
-51 - 250	$0.00
-251 - 500	$0.00
-501 - 1,000	$0.00
-1,001 - 5,000	$0.00

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

-5,001 - 25,000	$0.00
-25,001 - 100,000	$0.00
Professional Licenses (Report Included)	$0.00
Property Assessment Search	$0.00
Property Assessment Report	$0.00
Property Deed Search	$0.00
Property Deed Report (excluding Deed Image)	$0.00
Property Deed Image (additional charge when ordered from within Property Reports) (not discountable)	$8.00
Property Search (Property Assessments, Deeds & Mortgages)	$0.00
Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	$0.00
Provider Search	$0.25
Provider Report	$5.00
Provider Report Card (charged per search)	$5.00
Provider Sanction Search (charged per search)	$0.25
Provider Sanction Report	$5.00
Real Time Person Search (charged per search)	$3.50
Real Time Phone Search	$0.50
Relatives ("Next Steps")	$0.00
Relatives, Neighbors & Associates ("Next Steps")	$0.00
Relavint Visual Link Analysis (Per Diagram)	$0.00
Satellite Image Search	$0.00
SEC Filings Search	$3.50
Sexual Offenders (Report Included)	$0.00
SIRIS	$0.00
USA Patriot Act	$0.00
Virtual Identity Search & Report	$2.00
Voter Registrations	$0.00
Watercraft	$0.00
Watercraft Report	$0.00
WorkPlace Locator (not discountable)	$3.50
Reports	
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	$0.00
Business Link Report (charged per search)	$5.00
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	$0.00
Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Address Summary and Phones Plus (optional).	$3.50
Entitlement Report: Summary Report, Phones Plus, Bankruptcy, Liens/Judgments, UCC Filings, People At Work, Driver's Licenses, Vehicle Registrations, Property,	$0.00

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Watercraft, FAA Pilots, FAA Aircraft, Professional Licenses, Associates, Relatives (3 Degrees), Criminal Records And Sexual Offenders. Results Can Be Restricted By The User To Their Applicable Dates Of Interest.	
Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Bankruptcy Filings And Corporate Affiliations.	$0.00
Government Location Report (charged per search)	$1.00
Summary Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Census Data, Bankruptcy Indicator, Property Indicator And Corporate Affiliations Indicator.	$0.00
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	$0.00
Additional Report Options:	--
-Bankruptcy	$0.00
-Businesses At Address	$0.00
-Concealed Weapons Permit Search	$0.00
-Criminal Records Search	$0.00
-Criminal Records Report	$0.00
-Driver Licenses At Address	$0.00
-Hunting/Fishing License Search	$0.00
-Liens And Judgments	$0.00
-Motor Vehicles Registered At Address	$0.00
-Neighborhood Profile (2010 Census)	$0.00
-Neighbors At Address	$0.00
-Property Ownership Current / Previous	$0.00
-Sexual Offenders Search (Report Included)	$0.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	$0.00
Additional Report Options:	--
-Associated Businesses	$0.00
-Associated People	$0.00
-Bankruptcy	$0.00
-Business Registrations	$0.00
-Corporation Filings	$0.00
-Dun & Bradstreet Records (not discountable)	$3.75
-FAA Aircraft	$0.00
-Internet Domain Names	$0.00
-IRS 5500	$0.00
-Liens and Judgments	$0.00
-Motor Vehicles	$0.00
-Properties	$0.00
-UCC Filings	$0.00
-Watercraft	$0.00
Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible	$0.00

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

December 10, 2019

Education, Comprehensive Report Summary)	
Additional Report Options:	--
-Associates	$0.00
-Bankruptcy	$0.00
-Criminal Records	$0.00
-DEA Controlled Substances License Search	$0.00
-Driver Licenses Information	$0.00
-Email Search	$0.40
-Federal Firearms & Explosives License Search	$0.00
-Liens And Judgments	$0.00
-Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)	$0.00
-National Motor Vehicle Accident Search & Report	$0.00
-Neighborhood Profile (2010 Census)	$0.00
-Neighbors (Up To 6 Neighbors At 10 Different Addresses)	$0.00
-People At Work	$0.00
-Phones Plus	$0.00
-Professional Licenses (Report Included)	$0.00
-Properties	$0.00
-Real Time Vehicle Registrations (charged per search) (not discountable)	$3.50
-Relatives (Up to 3 Degrees of Separation)	$0.00
-Sexual Offenders	$0.00
-Supplemental Data Sources	$0.00
-UCC Filings	$0.00
Flat Rate Comprehensive Healthcare Business Report (includes Base Report Features and Additional Report Options listed below)	$10.00
Comprehensive Healthcare Business Report (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information)	$0.50
Additional Report Options:	--
-Associated Businesses	$1.00
-Associated People	$1.00
-Bankruptcy (charged per search)	$1.00
-Business Phone Matches	$0.25
-Business Registrations	$0.25
-Corporation Filings	$1.00
-Dun & Bradstreet Records (not discountable)	$3.75
-FAA Aircraft	$0.25
-Internet Domain Names	$0.25
-IRS 5500	$0.00
-Liens And Judgments (charged per search)	$0.25
-Motor Vehicles	$0.75
-Properties	$1.00
-Sanctions	$0.50
-UCC Filings	$0.50
-Verification	$0.75
-Watercraft	$1.00
Flat Rate Comprehensive Healthcare Provider Report (includes Base Report Features	$6.00

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

and Additional Report Options listed below)	
Comprehensive Healthcare Provider Report (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number)	$0.50
Additional Report Options:	--
-Additional Deceased Data Sources	$0.00
-Associates	$0.00
-Bankruptcy (charged per search) (not discountable)	$0.25
-Business Address Summary	$0.25
-Business Affiliations	$0.50
-Business Phone Matches	$0.25
-DEA Licenses	$0.25
-Degrees	$0.00
-Education	$0.50
-Group Affiliations	$0.50
-GSA Sanctions (charged per search)	$0.50
-Hospital Affiliations	$0.50
-Liens And Judgments (charged per search)	$0.25
-Medical Licenses (charged per search)	$1.00
-Possible Criminal Records (charged per search)	$0.25
-Professional Licenses (charged per search)	$1.00
-Sanctions (Disciplinary) (charged per search)	$0.50
-Sexual Offenses (charged per search)	$1.00
-Specialties	$0.00
-Verification	$0.75
Online Batch	
Advanced Person Search	$0.50
Deceased Person	$0.25
Address (Single)	$0.13
Address (Multiple)	$0.16
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Single)	$0.23
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Multiple)	$0.25
Waterfall Phone with Address (single)	$0.25
Waterfall Phone with Address (multiple)	$0.30
Address and/or Phone Confirmation (per input) (single)	$0.03
Address and/or Phone Confirmation (per input) (multiple)	$0.04
Phones Plus	$0.50
Real Time Phone Search	$0.50
Real Time Motor Vehicle Registrations	$1.50
Property - Add Up To Five Properties Owned By The Subject	$1.00
Consumer InstantID	$0.65
Consumer InstantID With Fraud Defender	$0.95
Consumer InstantID With Red Flags Rule	$0.90

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Business InstantID	$1.30
Business InstantID With Fraud Defender	$1.30
Multiple = 2 Or More Phones/Addresses Returned	--

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

December 10, 2019

LexisNexis Risk Solutions

SCHEDULE A
Accurint for Government
(Per User Subscription)

Customer Name: **Jefferson County, TX Constable, Precinct 6**
Billgroup #:
LN Account Manager: **Mitchell Kessler**

This Schedule A sets forth additional or amended terms and conditions for the use of the Accurint for Government services ("LN Services"), as set forth in the services agreement between Customer and LN or LN's affiliate(s) for the LN Services ("Agreement"), to which this Schedule A is incorporated by reference. The LN Services herein shall be provided by LexisNexis Risk Solutions FL Inc. ("LN"). Customer acknowledges that the services provided under this Schedule A are non-FCRA services and are not "consumer reports" within the meaning of the FCRA and Customer agrees not to use such reports in any manner that would cause them to be characterized as "consumer reports".

1. SCHEDULE A TERM
The term of this Schedule A will be 12 months beginning January 1, 2020 (the "Initial Term"). Following the Initial Term, this Schedule A shall automatically renew for additional periods of twelve (12) months (each one, a "Renewal Term"), unless written notice of termination is provided to either party at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. FEES
2.1 User Fees: The following table (the "Price Table") describes the agreed upon user fees (the "User Fees"):

PRICE TABLE	
Standard Features Fee (per user):	**$93.73**
Premium Features:	
Total Monthly User Fees (per user):	**$93.73**
Minimum Number of Users	**1**
Total Monthly Minimum Amount	**$93.73**

All of the searches and reports included in the attached Price Schedule are referred to as the "Features". The User Fees include unlimited access to all Features, excluding those Features identified herein as Excluded Features but including the Premium Features listed in the Price Table. User Fees shall be due each month for: (i) any User ID upon which any search occurs during a calendar month; and (ii) any User ID activated on Customer's account which was not used to perform any searches and is not suspended or terminated by the close of business on the last day of any calendar month. At the end of each 12-month period beginning on the effective date hereof, User Fees will be increased 3%.
2.2 Features Not Included: The following Features ("Excluded Features") are not included in the User Fees and shall in all cases be charged separately according to the pricing specified in the attached Price Schedule:

American Board of Medical Specialties Search and Report
Bankruptcy Docket Sheet
Bankruptcy Documents
Business Link Report
Canadian Phones
Comprehensive Healthcare Business and Provider Report
Contact Card Report

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Court Search Wizard
Disclosed Entity Service
Dun & Bradstreet Global Market Identifiers
Dun & Bradstreet Records
Dun & Bradstreet Search
DE Corporation Search and Report
Email Search
FCRA Credit Reports
Federal Civil Court Records Search
Flat Rate Comprehensive Healthcare Business and Provider Report
Government Location Report
Identity Authenticate
Identity Verification
Medical, Employment Or Business Records Retrieval
MVR Reports (Driving Records)
National Motor Vehicle Accident Search and Report
News Searches
Online Batch
OSHA Investigative Reports Search
Property Deed Image
Provider Report Card
Provider Sanction Search and Report
Provider Search and Report
Real Time Person Search
Real Time Phone Search
SEC Filings
Virtual Identity Search and Report
Workplace Locator
XML

LN standard pricing will be in effect for any new features made generally available by LN subsequent to the execution of this Schedule A.

2.3 Payment Amount: Customer shall pay to LN each month the greater of: (i) the total User Fees and applicable Excluded Features fees; or (ii) the total monthly minimum amount(s) of $93.73.

3. EXPIRATION

Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before **December 31, 2019**.

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

December 10, 2019

4. CONFIDENTIAL INFORMATION

This Schedule A contains the confidential pricing information of LN. Customer acknowledges that the disclosure of such pricing information could cause competitive harm to LN, and as such, Customer agrees to maintain this Schedule A in trust and confidence and take reasonable precautions against disclosure to any third party to the extent permitted by local and state law.

AGREED TO AND ACCEPTED BY: Jefferson County, TX Constable, Precinct 6

Signed: _____

Name: Jeff R. Branick

Title: Jefferson County Judge

Date: December 17, 2019

ATTEST Cindy L Gundy
DATE 12/16/19

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

Accurint for Government (Plan 44)
Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

December 10, 2019

Accurint for Government

(Updated September 5, 2019)
(Plan 44)

(Pricing is per hit unless otherwise indicated. All searches/reports with a price of $0.00 are considered "Standard Features" and are included in Subscription plan.)

PRICE SCHEDULE (Subscription)	
ACCURINT FOR GOVERNMENT FEATURES	**PRICE**
Advanced Motor Vehicle Search	$0.00
Advanced Person Alerts Update	$0.00
Advanced Person Search	$0.00
Automated Valuation Model (AVM) Report	$0.00
American Board Of Medical Specialties Search	$1.00
American Board Of Medical Specialties Report	$5.00
Associates ("Next Steps")	$0.00
Bankruptcies, Liens & Judgments Search	$0.00
Bankruptcy Search	$0.00
Bankruptcy Report	$0.00
Bankruptcy Docket Sheet ($0.50 For First 5 Pages & $0.20 Per Page Thereafter) (not discountable)	$0.50
Bankruptcy Documents (Per Page, Up To Max Charge Of $6 Per Document) (not discountable)	$0.20
Boolean Search	$0.00
Business Credit	$0.00
Business Credit Report	$0.00
Business InstantID	$0.00
Business InstantID & FraudDefender	$0.00
Business Search	$0.00
Businesses In The News (not discountable)	$5.00
Canadian Phones	$0.40
Case Audit Compliance	$0.00
Case Connect Deconfliction Alerts	$0.00
Civil Courts Search (Report Included)	$0.00
CLIA Report	$0.00
Concealed Weapons Permit	$0.00
Corporation Filings (Report Included Except In Delaware)	$0.00
Court Search Wizard (Additional Fees May Apply; Orders Are Non-Refundable)	--
-County Civil Lower & Upper Court - 7 Year (not discountable)	$35.00
-County Civil Lower & Upper Court - 10 Year (not discountable)	$40.00
-County Criminal - 7 Year (not discountable)	$25.00
-County Criminal - 10 Year (not discountable)	$30.00
-Federal Division Civil - 7 Year (not discountable)	$16.00
-Federal Division Civil - 10 Year (not discountable)	$25.00
-Federal Division Criminal - 7 Year (not discountable)	$16.00
-Federal Division Criminal - 10 Year (not discountable)	$25.00
-Statewide Criminal (not discountable)	$24.00

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

December 10, 2019

Criminal Records	$0.00
Criminal Records Report	$0.00
DEA Controlled Substances License Search	$0.00
Death Records	$0.00
Death Records Report	$0.00
Delaware Corporations (not discountable)	$1.00
Delaware Corporations Report (not discountable)	$11.00
Disclosed Entity Service (charged per search) (not discountable)	$5.00
Driver Licenses	$0.00
Dun & Bradstreet (not discountable)	$0.25
Dun & Bradstreet Global Market Identifiers Search	$3.75
Email Search	$0.40
FAA Aircraft (Report Included)	$0.00
FAA Pilots (Report Included)	$0.00
Federal Civil Court Records Search (charged per search)	$2.00
Federal Criminal Court Records Search	$0.00
Federal Firearms & Explosives	$0.00
Federal Employer ID Numbers (FEIN)	$0.00
Fictitious Business Name	$0.00
Foreclosures Search (Report Included)	$0.00
Hunting/Fishing Licenses	$0.00
Identity Authenticate (charged per search)	$1.25
Identity Verification (charged per search)	$0.60
InstantID Consumer Search	$0.00
InstantID Consumer & FraudDefender Search	$0.00
Internet Domains	$0.00
Liens & Judgments	$0.00
Liens & Judgments Report	$0.00
Marriages / Divorces Search	$0.00
Medical, Employment and Business Records Retrieval	--
-Medical, Employee Or Business Record Retrieval With Authorization (not discountable)	$35.00
-Medical, Employee Or Business Record Retrieval With Authorization And Affidavit (not discountable)	$72.50
-Medical, Employee Or Business Record Retrieval By Subpoena (not discountable)	$87.50
-Canvassing Up To 5 Custodians (not discountable)	$50.00
-Canvassing From 5 To 10 Custodians (not discountable)	$100.00
-Canvassing Above 10 Custodians, Per Custodian (not discountable)	$10.00
-Chronological Sorting (charged per page) (not discountable)	$0.03
-Pagination Only (charged per page) (not discountable)	$0.10
-Research And Identify Custodial Location	$0.00
- Long distance charges, phone charges, initial and follow up calls	$0.00
-Prepare And Deliver Notice And Subpoena For Signature (If Required)	$0.00
-Deliver Notice To All/3rd Party Notices	$0.00
-Serve Subpoena To Custodian Of Record	$0.00
-Pick-Up Scheduling And Two (2) Field Trips	$0.00

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

-Mileage	$0.00
-Return Record Review For Completeness And Legibility	$0.00
-Rush Fee (One Way) (not discountable)	$25.00
-Witness Fee (Pass Through Fees May Be Charged)	$0.00
-Deposition Trip Fee (not discountable)	$20.00
-Deposition Certification Fee (not discountable)	$20.00
-Custodial Fee (Pass Through Fees May Be Charged)	$0.00
-Custodial Fee Carrying Fee (10% of Pass Thru Fees May Be Charged)	$0.00
-Hard Copy Per Page, Authorization (not discountable)	$0.50
-Hard Copy Per Page, Subpoena, Includes Pagination And Sealing If Required (not discountable)	$0.50
-Hard Copy, Shipping Cost (Pass Through Fees May Be Charged)	$0.00
-Sales/Revenue Taxes (Pass Through Fees May Be Charged)	$0.00
-X-Ray Duplication (not discountable)	$17.50
-Fax Or Electronic Receipt Of Authorization For The Release Of Records	$0.00
-Phone Charges	$0.00
-Authorization Cover Sheet Preparation And Delivery Per Location	$0.00
-Record Receipt And Review (QA)	$0.00
-Electronic Posting Of Record, Per Page	$0.00
-Hospital Charting (charged per page) (not discountable)	$0.25
-Maximum Spend Without Client Authorization, MRR * (not discountable)	$75.00
-Maximum Spend Without Client Authorization, X-Ray Duplication * (not discountable)	$210.00
*Default Can Be Lower Or Higher Based On Customer Specifications	--
Motor Vehicles Search	$0.00
Motor Vehicles Report	$0.00
MVR Reports (Driving Records)** (plus state fee) (charged per search) (not discountable)	$5.00
** Coverage and state fees are available in the product and are subject to change	--
National Motor Vehicle Accident Search & Report (not discountable)	$3.00
National UCC Filings (Report Included)	$0.00
NCPDP (National Council for Prescription Drug Programs) Search	$0.00
NCPDP (National Council for Prescription Drug Programs) Report	$0.00
Neighbors ("Next Steps")	$0.00
NPI Report	$0.00
Official Records Search (Report Included)	$0.00
OSHA Investigative Reports Search	$1.00
Passport Validation	$0.00
People At Work Search	$0.00
People In The News (not discountable)	$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)	--
-1 - 50	$0.00
-51 - 250	$0.00
-251 - 500	$0.00
-501 - 1,000	$0.00
-1,001 - 5,000	$0.00

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

-5,001 - 25,000	$0.00
-25,001 - 100,000	$0.00
Professional Licenses (Report Included)	$0.00
Property Assessment Search	$0.00
Property Assessment Report	$0.00
Property Deed Search	$0.00
Property Deed Report (excluding Deed Image)	$0.00
Property Deed Image (additional charge when ordered from within Property Reports) (not discountable)	$8.00
Property Search (Property Assessments, Deeds & Mortgages)	$0.00
Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	$0.00
Provider Search	$0.25
Provider Report	$5.00
Provider Report Card (charged per search)	$5.00
Provider Sanction Search (charged per search)	$0.25
Provider Sanction Report	$5.00
Real Time Person Search (charged per search)	$3.50
Real Time Phone Search	$0.50
Relatives ("Next Steps")	$0.00
Relatives, Neighbors & Associates ("Next Steps")	$0.00
Relavint Visual Link Analysis (Per Diagram)	$0.00
Satellite Image Search	$0.00
SEC Filings Search	$3.50
Sexual Offenders (Report Included)	$0.00
SIRIS	$0.00
USA Patriot Act	$0.00
Virtual Identity Search & Report	$2.00
Voter Registrations	$0.00
Watercraft	$0.00
Watercraft Report	$0.00
WorkPlace Locator (not discountable)	$3.50
Reports	
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	$0.00
Business Link Report (charged per search)	$5.00
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	$0.00
Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Address Summary and Phones Plus (optional).	$3.50
Entitlement Report: Summary Report, Phones Plus, Bankruptcy, Liens/Judgments, UCC Filings, People At Work, Driver's Licenses, Vehicle Registrations, Property,	$0.00

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Watercraft, FAA Pilots, FAA Aircraft, Professional Licenses, Associates, Relatives (3 Degrees), Criminal Records And Sexual Offenders. Results Can Be Restricted By The User To Their Applicable Dates Of Interest.	
Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Bankruptcy Filings And Corporate Affiliations.	$0.00
Government Location Report (charged per search)	$1.00
Summary Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Census Data, Bankruptcy Indicator, Property Indicator And Corporate Affiliations Indicator.	$0.00
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	$0.00
Additional Report Options:	--
-Bankruptcy	$0.00
-Businesses At Address	$0.00
-Concealed Weapons Permit Search	$0.00
-Criminal Records Search	$0.00
-Criminal Records Report	$0.00
-Driver Licenses At Address	$0.00
-Hunting/Fishing License Search	$0.00
-Liens And Judgments	$0.00
-Motor Vehicles Registered At Address	$0.00
-Neighborhood Profile (2010 Census)	$0.00
-Neighbors At Address	$0.00
-Property Ownership Current / Previous	$0.00
-Sexual Offenders Search (Report Included)	$0.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	$0.00
Additional Report Options:	--
-Associated Businesses	$0.00
-Associated People	$0.00
-Bankruptcy	$0.00
-Business Registrations	$0.00
-Corporation Filings	$0.00
-Dun & Bradstreet Records (not discountable)	$3.75
-FAA Aircraft	$0.00
-Internet Domain Names	$0.00
-IRS 5500	$0.00
-Liens and Judgments	$0.00
-Motor Vehicles	$0.00
-Properties	$0.00
-UCC Filings	$0.00
-Watercraft	$0.00
Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible	$0.00

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

December 10, 2019

Education, Comprehensive Report Summary)	
Additional Report Options:	--
-Associates	$0.00
-Bankruptcy	$0.00
-Criminal Records	$0.00
-DEA Controlled Substances License Search	$0.00
-Driver Licenses Information	$0.00
-Email Search	$0.40
-Federal Firearms & Explosives License Search	$0.00
-Liens And Judgments	$0.00
-Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)	$0.00
-National Motor Vehicle Accident Search & Report	$0.00
-Neighborhood Profile (2010 Census)	$0.00
-Neighbors (Up To 6 Neighbors At 10 Different Addresses)	$0.00
-People At Work	$0.00
-Phones Plus	$0.00
-Professional Licenses (Report Included)	$0.00
-Properties	$0.00
-Real Time Vehicle Registrations (charged per search) (not discountable)	$3.50
-Relatives (Up to 3 Degrees of Separation)	$0.00
-Sexual Offenders	$0.00
-Supplemental Data Sources	$0.00
-UCC Filings	$0.00
Flat Rate Comprehensive Healthcare Business Report (includes Base Report Features and Additional Report Options listed below)	$10.00
Comprehensive Healthcare Business Report (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information)	$0.50
Additional Report Options:	--
-Associated Businesses	$1.00
-Associated People	$1.00
-Bankruptcy (charged per search)	$1.00
-Business Phone Matches	$0.25
-Business Registrations	$0.25
-Corporation Filings	$1.00
-Dun & Bradstreet Records (not discountable)	$3.75
-FAA Aircraft	$0.25
-Internet Domain Names	$0.25
-IRS 5500	$0.00
-Liens And Judgments (charged per search)	$0.25
-Motor Vehicles	$0.75
-Properties	$1.00
-Sanctions	$0.50
-UCC Filings	$0.50
-Verification	$0.75
-Watercraft	$1.00
Flat Rate Comprehensive Healthcare Provider Report (includes Base Report Features	$6.00

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

and Additional Report Options listed below)	
Comprehensive Healthcare Provider Report (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number)	$0.50
Additional Report Options:	--
-Additional Deceased Data Sources	$0.00
-Associates	$0.00
-Bankruptcy (charged per search) (not discountable)	$0.25
-Business Address Summary	$0.25
-Business Affiliations	$0.50
-Business Phone Matches	$0.25
-DEA Licenses	$0.25
-Degrees	$0.00
-Education	$0.50
-Group Affiliations	$0.50
-GSA Sanctions (charged per search)	$0.50
-Hospital Affiliations	$0.50
-Liens And Judgments (charged per search)	$0.25
-Medical Licenses (charged per search)	$1.00
-Possible Criminal Records (charged per search)	$0.25
-Professional Licenses (charged per search)	$1.00
-Sanctions (Disciplinary) (charged per search)	$0.50
-Sexual Offenses (charged per search)	$1.00
-Specialties	$0.00
-Verification	$0.75
Online Batch	
Advanced Person Search	$0.50
Deceased Person	$0.25
Address (Single)	$0.13
Address (Multiple)	$0.16
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Single)	$0.23
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Multiple)	$0.25
Waterfall Phone with Address (single)	$0.25
Waterfall Phone with Address (multiple)	$0.30
Address and/or Phone Confirmation (per input) (single)	$0.03
Address and/or Phone Confirmation (per input) (multiple)	$0.04
Phones Plus	$0.50
Real Time Phone Search	$0.50
Real Time Motor Vehicle Registrations	$1.50
Property - Add Up To Five Properties Owned By The Subject	$1.00
Consumer InstantID	$0.65
Consumer InstantID With Fraud Defender	$0.95
Consumer InstantID With Red Flags Rule	$0.90

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

December 10, 2019

Business InstantID	$1.30
Business InstantID With Fraud Defender	$1.30
Multiple = 2 Or More Phones/Addresses Returned	--

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

December 10, 2019

LexisNexis Risk Solutions

SCHEDULE A
Accurint for Government
(Per User Subscription)

Customer Name: **Jefferson County Public Health Department**
Billgroup #:
LN Account Manager: **Amber Altic**

This Schedule A sets forth additional or amended terms and conditions for the use of the Accurint for Government services ("LN Services"), as set forth in the services agreement between Customer and LN or LN's affiliate(s) for the LN Services ("Agreement"), to which this Schedule A is incorporated by reference. The LN Services herein shall be provided by LexisNexis Risk Solutions FL Inc. ("LN"). Customer acknowledges that the services provided under this Schedule A are non-FCRA services and are not "consumer reports" within the meaning of the FCRA and Customer agrees not to use such reports in any manner that would cause them to be characterized as "consumer reports".

1. SCHEDULE A TERM
The term of this Schedule A will be 12 months beginning January 1, 2020 (the "Initial Term"). Following the Initial Term, this Schedule A shall automatically renew for additional periods of twelve (12) months (each one, a "Renewal Term"), unless written notice of termination is provided to either party at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. FEES
2.1 User Fees: The following table (the "Price Table") describes the agreed upon user fees (the "User Fees"):

PRICE TABLE	
Standard Features Fee (per user):	**$91.00**
Premium Features:	
Email Search	$0.00
Real Time Phone Search	$0.00
Total Monthly User Fees (per user):	**$91.00**
Minimum Number of Users	**3**
Total Monthly Minimum Amount	**$273.00**

All of the searches and reports included in the attached Price Schedule are referred to as the "Features". The User Fees include unlimited access to all Features, excluding those Features identified herein as Excluded Features but including the Premium Features listed in the Price Table. User Fees shall be due each month for: (i) any User ID upon which any search occurs during a calendar month; and (ii) any User ID activated on Customer's account which was not used to perform any searches and is not suspended or terminated by the close of business on the last day of any calendar month. At the end of each 12-month period beginning on the effective date hereof, User Fees will be increased 0%.
2.2 Features Not Included: The following Features ("Excluded Features") are not included in the User Fees and shall in all cases be charged separately according to the pricing specified in the attached Price Schedule:

American Board of Medical Specialties Search and Report
Bankruptcy Docket Sheet
Bankruptcy Documents
Business Link Report
Canadian Phones

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Comprehensive Healthcare Business and Provider Report
Contact Card Report
Court Search Wizard
Disclosed Entity Service
Dun & Bradstreet Global Market Identifiers
Dun & Bradstreet Records
Dun & Bradstreet Search
DE Corporation Search and Report
Email Search
FCRA Credit Reports
Federal Civil Court Records Search
Flat Rate Comprehensive Healthcare Business and Provider Report
Government Location Report
Identity Authenticate
Identity Verification
Medical, Employment Or Business Records Retrieval
MVR Reports (Driving Records)
National Motor Vehicle Accident Search and Report
News Searches
Online Batch
OSHA Investigative Reports Search
Property Deed Image
Provider Report Card
Provider Sanction Search and Report
Provider Search and Report
Real Time Person Search
Real Time Phone Search
SEC Filings
Virtual Identity Search and Report
Workplace Locator
XML

LN standard pricing will be in effect for any new features made generally available by LN subsequent to the execution of this Schedule A.

2.3 Payment Amount: Customer shall pay to LN each month the greater of: (i) the total User Fees and applicable Excluded Features fees; or (ii) the total monthly minimum amount(s) of $273.00.

3. EXPIRATION

Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before **December 18, 2019**.

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

December 10, 2019

4. CONFIDENTIAL INFORMATION

This Schedule A contains the confidential pricing information of LN. Customer acknowledges that the disclosure of such pricing information could cause competitive harm to LN, and as such, Customer agrees to maintain this Schedule A in trust and confidence and take reasonable precautions against disclosure to any third party to the extent permitted by local and state law.

AGREED TO AND ACCEPTED BY: Jefferson County Public Health Department

Signed: _____

Name: Jeff R. Branick

Title: Jefferson County Judge

Date: December 17, 2019

ATTEST _____
DATE 12/17/19

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

December 10, 2019

Accurint for Government

(Updated September 5, 2019)
(Plan 44)

(Pricing is per hit unless otherwise indicated. All searches/reports with a price of $0.00 are considered "Standard Features" and are included in Subscription plan.)

PRICE SCHEDULE (Subscription)	
ACCURINT FOR GOVERNMENT FEATURES	**PRICE**
Advanced Motor Vehicle Search	$0.00
Advanced Person Alerts Update	$0.00
Advanced Person Search	$0.00
Automated Valuation Model (AVM) Report	$0.00
American Board Of Medical Specialties Search	$1.00
American Board Of Medical Specialties Report	$5.00
Associates ("Next Steps")	$0.00
Bankruptcies, Liens & Judgments Search	$0.00
Bankruptcy Search	$0.00
Bankruptcy Report	$0.00
Bankruptcy Docket Sheet ($0.50 For First 5 Pages & $0.20 Per Page Thereafter) (not discountable)	$0.50
Bankruptcy Documents (Per Page, Up To Max Charge Of $6 Per Document) (not discountable)	$0.20
Boolean Search	$0.00
Business Credit	$0.00
Business Credit Report	$0.00
Business InstantID	$0.00
Business InstantID & FraudDefender	$0.00
Business Search	$0.00
Businesses In The News (not discountable)	$5.00
Canadian Phones	$0.40
Case Audit Compliance	$0.00
Case Connect Deconfliction Alerts	$0.00
Civil Courts Search (Report Included)	$0.00
CLIA Report	$0.00
Concealed Weapons Permit	$0.00
Corporation Filings (Report Included Except In Delaware)	$0.00
Court Search Wizard (Additional Fees May Apply; Orders Are Non-Refundable)	--
-County Civil Lower & Upper Court - 7 Year (not discountable)	$35.00
-County Civil Lower & Upper Court - 10 Year (not discountable)	$40.00
-County Criminal - 7 Year (not discountable)	$25.00
-County Criminal - 10 Year (not discountable)	$30.00
-Federal Division Civil - 7 Year (not discountable)	$16.00
-Federal Division Civil - 10 Year (not discountable)	$25.00
-Federal Division Criminal - 7 Year (not discountable)	$16.00
-Federal Division Criminal - 10 Year (not discountable)	$25.00
-Statewide Criminal (not discountable)	$24.00

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Criminal Records	$0.00
Criminal Records Report	$0.00
DEA Controlled Substances License Search	$0.00
Death Records	$0.00
Death Records Report	$0.00
Delaware Corporations (not discountable)	$1.00
Delaware Corporations Report (not discountable)	$11.00
Disclosed Entity Service (charged per search) (not discountable)	$5.00
Driver Licenses	$0.00
Dun & Bradstreet (not discountable)	$0.25
Dun & Bradstreet Global Market Identifiers Search	$3.75
Email Search	$0.40
FAA Aircraft (Report Included)	$0.00
FAA Pilots (Report Included)	$0.00
Federal Civil Court Records Search (charged per search)	$2.00
Federal Criminal Court Records Search	$0.00
Federal Firearms & Explosives	$0.00
Federal Employer ID Numbers (FEIN)	$0.00
Fictitious Business Name	$0.00
Foreclosures Search (Report Included)	$0.00
Hunting/Fishing Licenses	$0.00
Identity Authenticate (charged per search)	$1.25
Identity Verification (charged per search)	$0.60
InstantID Consumer Search	$0.00
InstantID Consumer & FraudDefender Search	$0.00
Internet Domains	$0.00
Liens & Judgments	$0.00
Liens & Judgments Report	$0.00
Marriages / Divorces Search	$0.00
Medical, Employment and Business Records Retrieval	--
-Medical, Employee Or Business Record Retrieval With Authorization (not discountable)	$35.00
-Medical, Employee Or Business Record Retrieval With Authorization And Affidavit (not discountable)	$72.50
-Medical, Employee Or Business Record Retrieval By Subpoena (not discountable)	$87.50
-Canvassing Up To 5 Custodians (not discountable)	$50.00
-Canvassing From 5 To 10 Custodians (not discountable)	$100.00
-Canvassing Above 10 Custodians, Per Custodian (not discountable)	$10.00
-Chronological Sorting (charged per page) (not discountable)	$0.03
-Pagination Only (charged per page) (not discountable)	$0.10
-Research And Identify Custodial Location	$0.00
- Long distance charges, phone charges, initial and follow up calls	$0.00
-Prepare And Deliver Notice And Subpoena For Signature (If Required)	$0.00
-Deliver Notice To All/3rd Party Notices	$0.00
-Serve Subpoena To Custodian Of Record	$0.00
-Pick-Up Scheduling And Two (2) Field Trips	$0.00

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

-Mileage	$0.00
-Return Record Review For Completeness And Legibility	$0.00
-Rush Fee (One Way) (not discountable)	$25.00
-Witness Fee (Pass Through Fees May Be Charged)	$0.00
-Deposition Trip Fee (not discountable)	$20.00
-Deposition Certification Fee (not discountable)	$20.00
-Custodial Fee (Pass Through Fees May Be Charged)	$0.00
-Custodial Fee Carrying Fee (10% of Pass Thru Fees May Be Charged)	$0.00
-Hard Copy Per Page, Authorization (not discountable)	$0.50
-Hard Copy Per Page, Subpoena, Includes Pagination And Sealing If Required (not discountable)	$0.50
-Hard Copy, Shipping Cost (Pass Through Fees May Be Charged)	$0.00
-Sales/Revenue Taxes (Pass Through Fees May Be Charged)	$0.00
-X-Ray Duplication (not discountable)	$17.50
-Fax Or Electronic Receipt Of Authorization For The Release Of Records	$0.00
-Phone Charges	$0.00
-Authorization Cover Sheet Preparation And Delivery Per Location	$0.00
-Record Receipt And Review (QA)	$0.00
-Electronic Posting Of Record, Per Page	$0.00
-Hospital Charting (charged per page) (not discountable)	$0.25
-Maximum Spend Without Client Authorization, MRR * (not discountable)	$75.00
-Maximum Spend Without Client Authorization, X-Ray Duplication * (not discountable)	$210.00
*Default Can Be Lower Or Higher Based On Customer Specifications	--
Motor Vehicles Search	$0.00
Motor Vehicles Report	$0.00
MVR Reports (Driving Records)** (plus state fee) (charged per search) (not discountable)	$5.00
** Coverage and state fees are available in the product and are subject to change	--
National Motor Vehicle Accident Search & Report (not discountable)	$3.00
National UCC Filings (Report Included)	$0.00
NCPDP (National Council for Prescription Drug Programs) Search	$0.00
NCPDP (National Council for Prescription Drug Programs) Report	$0.00
Neighbors ("Next Steps")	$0.00
NPI Report	$0.00
Official Records Search (Report Included)	$0.00
OSHA Investigative Reports Search	$1.00
Passport Validation	$0.00
People At Work Search	$0.00
People In The News (not discountable)	$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)	--
-1 - 50	$0.00
-51 - 250	$0.00
-251 - 500	$0.00
-501 - 1,000	$0.00
-1,001 - 5,000	$0.00

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

-5,001 - 25,000	$0.00
-25,001 - 100,000	$0.00
Professional Licenses (Report Included)	$0.00
Property Assessment Search	$0.00
Property Assessment Report	$0.00
Property Deed Search	$0.00
Property Deed Report (excluding Deed Image)	$0.00
Property Deed Image (additional charge when ordered from within Property Reports) (not discountable)	$8.00
Property Search (Property Assessments, Deeds & Mortgages)	$0.00
Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	$0.00
Provider Search	$0.25
Provider Report	$5.00
Provider Report Card (charged per search)	$5.00
Provider Sanction Search (charged per search)	$0.25
Provider Sanction Report	$5.00
Real Time Person Search (charged per search)	$3.50
Real Time Phone Search	$0.50
Relatives ("Next Steps")	$0.00
Relatives, Neighbors & Associates ("Next Steps")	$0.00
Relavint Visual Link Analysis (Per Diagram)	$0.00
Satellite Image Search	$0.00
SEC Filings Search	$3.50
Sexual Offenders (Report Included)	$0.00
SIRIS	$0.00
USA Patriot Act	$0.00
Virtual Identity Search & Report	$2.00
Voter Registrations	$0.00
Watercraft	$0.00
Watercraft Report	$0.00
WorkPlace Locator (not discountable)	$3.50
Reports	
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	$0.00
Business Link Report (charged per search)	$5.00
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	$0.00
Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Address Summary and Phones Plus (optional).	$3.50
Entitlement Report: Summary Report, Phones Plus, Bankruptcy, Liens/Judgments, UCC Filings, People At Work, Driver's Licenses, Vehicle Registrations, Property,	$0.00

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Watercraft, FAA Pilots, FAA Aircraft, Professional Licenses, Associates, Relatives (3 Degrees), Criminal Records And Sexual Offenders. Results Can Be Restricted By The User To Their Applicable Dates Of Interest.	
Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Bankruptcy Filings And Corporate Affiliations.	$0.00
Government Location Report (charged per search)	$1.00
Summary Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Census Data, Bankruptcy Indicator, Property Indicator And Corporate Affiliations Indicator.	$0.00
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	$0.00
Additional Report Options:	--
-Bankruptcy	$0.00
-Businesses At Address	$0.00
-Concealed Weapons Permit Search	$0.00
-Criminal Records Search	$0.00
-Criminal Records Report	$0.00
-Driver Licenses At Address	$0.00
-Hunting/Fishing License Search	$0.00
-Liens And Judgments	$0.00
-Motor Vehicles Registered At Address	$0.00
-Neighborhood Profile (2010 Census)	$0.00
-Neighbors At Address	$0.00
-Property Ownership Current / Previous	$0.00
-Sexual Offenders Search (Report Included)	$0.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	$0.00
Additional Report Options:	--
-Associated Businesses	$0.00
-Associated People	$0.00
-Bankruptcy	$0.00
-Business Registrations	$0.00
-Corporation Filings	$0.00
-Dun & Bradstreet Records (not discountable)	$3.75
-FAA Aircraft	$0.00
-Internet Domain Names	$0.00
-IRS 5500	$0.00
-Liens and Judgments	$0.00
-Motor Vehicles	$0.00
-Properties	$0.00
-UCC Filings	$0.00
-Watercraft	$0.00
Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible	$0.00

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

December 10, 2019

Education, Comprehensive Report Summary)	
Additional Report Options:	--
-Associates	$0.00
-Bankruptcy	$0.00
-Criminal Records	$0.00
-DEA Controlled Substances License Search	$0.00
-Driver Licenses Information	$0.00
-Email Search	$0.40
-Federal Firearms & Explosives License Search	$0.00
-Liens And Judgments	$0.00
-Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)	$0.00
-National Motor Vehicle Accident Search & Report	$0.00
-Neighborhood Profile (2010 Census)	$0.00
-Neighbors (Up To 6 Neighbors At 10 Different Addresses)	$0.00
-People At Work	$0.00
-Phones Plus	$0.00
-Professional Licenses (Report Included)	$0.00
-Properties	$0.00
-Real Time Vehicle Registrations (charged per search) (not discountable)	$3.50
-Relatives (Up to 3 Degrees of Separation)	$0.00
-Sexual Offenders	$0.00
-Supplemental Data Sources	$0.00
-UCC Filings	$0.00
Flat Rate Comprehensive Healthcare Business Report (includes Base Report Features and Additional Report Options listed below)	$10.00
Comprehensive Healthcare Business Report (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information)	$0.50
Additional Report Options:	--
-Associated Businesses	$1.00
-Associated People	$1.00
-Bankruptcy (charged per search)	$1.00
-Business Phone Matches	$0.25
-Business Registrations	$0.25
-Corporation Filings	$1.00
-Dun & Bradstreet Records (not discountable)	$3.75
-FAA Aircraft	$0.25
-Internet Domain Names	$0.25
-IRS 5500	$0.00
-Liens And Judgments (charged per search)	$0.25
-Motor Vehicles	$0.75
-Properties	$1.00
-Sanctions	$0.50
-UCC Filings	$0.50
-Verification	$0.75
-Watercraft	$1.00
Flat Rate Comprehensive Healthcare Provider Report (includes Base Report Features	$6.00

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

and Additional Report Options listed below)	
Comprehensive Healthcare Provider Report (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number)	$0.50
Additional Report Options:	--
-Additional Deceased Data Sources	$0.00
-Associates	$0.00
-Bankruptcy (charged per search) (not discountable)	$0.25
-Business Address Summary	$0.25
-Business Affiliations	$0.50
-Business Phone Matches	$0.25
-DEA Licenses	$0.25
-Degrees	$0.00
-Education	$0.50
-Group Affiliations	$0.50
-GSA Sanctions (charged per search)	$0.50
-Hospital Affiliations	$0.50
-Liens And Judgments (charged per search)	$0.25
-Medical Licenses (charged per search)	$1.00
-Possible Criminal Records (charged per search)	$0.25
-Professional Licenses (charged per search)	$1.00
-Sanctions (Disciplinary) (charged per search)	$0.50
-Sexual Offenses (charged per search)	$1.00
-Specialties	$0.00
-Verification	$0.75
Online Batch	
Advanced Person Search	$0.50
Deceased Person	$0.25
Address (Single)	$0.13
Address (Multiple)	$0.16
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Single)	$0.23
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Multiple)	$0.25
Waterfall Phone with Address (single)	$0.25
Waterfall Phone with Address (multiple)	$0.30
Address and/or Phone Confirmation (per input) (single)	$0.03
Address and/or Phone Confirmation (per input) (multiple)	$0.04
Phones Plus	$0.50
Real Time Phone Search	$0.50
Real Time Motor Vehicle Registrations	$1.50
Property - Add Up To Five Properties Owned By The Subject	$1.00
Consumer InstantID	$0.65
Consumer InstantID With Fraud Defender	$0.95
Consumer InstantID With Red Flags Rule	$0.90

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Business InstantID	$1.30
Business InstantID With Fraud Defender	$1.30
Multiple = 2 Or More Phones/Addresses Returned	--

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

December 11, 2019

LexisNexis Risk Solutions

SCHEDULE A
Accurint for Government
(Per User Subscription)

Customer Name: **Jefferson County Judge's Office**
Billgroup #:
LN Account Manager: **Mitchell Kessler**

This Schedule A sets forth additional or amended terms and conditions for the use of the Accurint for Government services ("LN Services"), as set forth in the services agreement between Customer and LN or LN's affiliate(s) for the LN Services ("Agreement"), to which this Schedule A is incorporated by reference. The LN Services herein shall be provided by LexisNexis Risk Solutions FL Inc. ("LN"). Customer acknowledges that the services provided under this Schedule A are non-FCRA services and are not "consumer reports" within the meaning of the FCRA and Customer agrees not to use such reports in any manner that would cause them to be characterized as "consumer reports".

1. SCHEDULE A TERM
The term of this Schedule A will be 12 months beginning January 1, 2020 (the "Initial Term"). Following the Initial Term, this Schedule A shall automatically renew for additional periods of twelve (12) months (each one, a "Renewal Term"), unless written notice of termination is provided to either party at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. FEES
2.1 User Fees: The following table (the "Price Table") describes the agreed upon user fees (the "User Fees"):

PRICE TABLE	
Standard Features Fee (per user):	**$93.73**
Premium Features:	
Total Monthly User Fees (per user):	**$93.73**
Minimum Number of Users	**1**
Total Monthly Minimum Amount	**$93.73**

All of the searches and reports included in the attached Price Schedule are referred to as the "Features". The User Fees include unlimited access to all Features, excluding those Features identified herein as Excluded Features but including the Premium Features listed in the Price Table. User Fees shall be due each month for: (i) any User ID upon which any search occurs during a calendar month; and (ii) any User ID activated on Customer's account which was not used to perform any searches and is not suspended or terminated by the close of business on the last day of any calendar month. At the end of each 12-month period beginning on the effective date hereof, User Fees will be increased 3%.
2.2 Features Not Included: The following Features ("Excluded Features") are not included in the User Fees and shall in all cases be charged separately according to the pricing specified in the attached Price Schedule:

American Board of Medical Specialties Search and Report
Bankruptcy Docket Sheet
Bankruptcy Documents
Business Link Report
Canadian Phones
Comprehensive Healthcare Business and Provider Report
Contact Card Report

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Court Search Wizard
Disclosed Entity Service
Dun & Bradstreet Global Market Identifiers
Dun & Bradstreet Records
Dun & Bradstreet Search
DE Corporation Search and Report
Email Search
FCRA Credit Reports
Federal Civil Court Records Search
Flat Rate Comprehensive Healthcare Business and Provider Report
Government Location Report
Identity Authenticate
Identity Verification
Medical, Employment Or Business Records Retrieval
MVR Reports (Driving Records)
National Motor Vehicle Accident Search and Report
News Searches
Online Batch
OSHA Investigative Reports Search
Property Deed Image
Provider Report Card
Provider Sanction Search and Report
Provider Search and Report
Real Time Person Search
Real Time Phone Search
SEC Filings
Virtual Identity Search and Report
Workplace Locator
XML

LN standard pricing will be in effect for any new features made generally available by LN subsequent to the execution of this Schedule A.

2.3 Payment Amount: Customer shall pay to LN each month the greater of: (i) the total User Fees and applicable Excluded Features fees; or (ii) the total monthly minimum amount(s) of $93.73.

3. EXPIRATION

Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before **December 31, 2019**.

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

December 11, 2019

4. CONFIDENTIAL INFORMATION

This Schedule A contains the confidential pricing information of LN. Customer acknowledges that the disclosure of such pricing information could cause competitive harm to LN, and as such, Customer agrees to maintain this Schedule A in trust and confidence and take reasonable precautions against disclosure to any third party to the extent permitted by local and state law.

AGREED TO AND ACCEPTED BY: Jefferson County Judge's Office

Signed: _____

Name: Jeff R. Branick

Title: Jefferson County Judge

Date: December 17, 2019

ATTEST Carolyn L Guidry

DATE 12/16/19

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

Accurint for Government (Plan 44)
Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

December 11, 2019

Accurint for Government

(Updated September 5, 2019)
(Plan 44)

(Pricing is per hit unless otherwise indicated. All searches/reports with a price of $0.00 are considered "Standard Features" and are included in Subscription plan.)

PRICE SCHEDULE (Subscription)	
ACCURINT FOR GOVERNMENT FEATURES	**PRICE**
Advanced Motor Vehicle Search	$0.00
Advanced Person Alerts Update	$0.00
Advanced Person Search	$0.00
Automated Valuation Model (AVM) Report	$0.00
American Board Of Medical Specialties Search	$1.00
American Board Of Medical Specialties Report	$5.00
Associates ("Next Steps")	$0.00
Bankruptcies, Liens & Judgments Search	$0.00
Bankruptcy Search	$0.00
Bankruptcy Report	$0.00
Bankruptcy Docket Sheet ($0.50 For First 5 Pages & $0.20 Per Page Thereafter) (not discountable)	$0.50
Bankruptcy Documents (Per Page, Up To Max Charge Of $6 Per Document) (not discountable)	$0.20
Boolean Search	$0.00
Business Credit	$0.00
Business Credit Report	$0.00
Business InstantID	$0.00
Business InstantID & FraudDefender	$0.00
Business Search	$0.00
Businesses In The News (not discountable)	$5.00
Canadian Phones	$0.40
Case Audit Compliance	$0.00
Case Connect Deconfliction Alerts	$0.00
Civil Courts Search (Report Included)	$0.00
CLIA Report	$0.00
Concealed Weapons Permit	$0.00
Corporation Filings (Report Included Except In Delaware)	$0.00
Court Search Wizard (Additional Fees May Apply; Orders Are Non-Refundable)	--
-County Civil Lower & Upper Court - 7 Year (not discountable)	$35.00
-County Civil Lower & Upper Court - 10 Year (not discountable)	$40.00
-County Criminal - 7 Year (not discountable)	$25.00
-County Criminal - 10 Year (not discountable)	$30.00
-Federal Division Civil - 7 Year (not discountable)	$16.00
-Federal Division Civil - 10 Year (not discountable)	$25.00
-Federal Division Criminal - 7 Year (not discountable)	$16.00
-Federal Division Criminal - 10 Year (not discountable)	$25.00
-Statewide Criminal (not discountable)	$24.00

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Criminal Records	$0.00
Criminal Records Report	$0.00
DEA Controlled Substances License Search	$0.00
Death Records	$0.00
Death Records Report	$0.00
Delaware Corporations (not discountable)	$1.00
Delaware Corporations Report (not discountable)	$11.00
Disclosed Entity Service (charged per search) (not discountable)	$5.00
Driver Licenses	$0.00
Dun & Bradstreet (not discountable)	$0.25
Dun & Bradstreet Global Market Identifiers Search	$3.75
Email Search	$0.40
FAA Aircraft (Report Included)	$0.00
FAA Pilots (Report Included)	$0.00
Federal Civil Court Records Search (charged per search)	$2.00
Federal Criminal Court Records Search	$0.00
Federal Firearms & Explosives	$0.00
Federal Employer ID Numbers (FEIN)	$0.00
Fictitious Business Name	$0.00
Foreclosures Search (Report Included)	$0.00
Hunting/Fishing Licenses	$0.00
Identity Authenticate (charged per search)	$1.25
Identity Verification (charged per search)	$0.60
InstantID Consumer Search	$0.00
InstantID Consumer & FraudDefender Search	$0.00
Internet Domains	$0.00
Liens & Judgments	$0.00
Liens & Judgments Report	$0.00
Marriages / Divorces Search	$0.00
Medical, Employment and Business Records Retrieval	--
-Medical, Employee Or Business Record Retrieval With Authorization (not discountable)	$35.00
-Medical, Employee Or Business Record Retrieval With Authorization And Affidavit (not discountable)	$72.50
-Medical, Employee Or Business Record Retrieval By Subpoena (not discountable)	$87.50
-Canvassing Up To 5 Custodians (not discountable)	$50.00
-Canvassing From 5 To 10 Custodians (not discountable)	$100.00
-Canvassing Above 10 Custodians, Per Custodian (not discountable)	$10.00
-Chronological Sorting (charged per page) (not discountable)	$0.03
-Pagination Only (charged per page) (not discountable)	$0.10
-Research And Identify Custodial Location	$0.00
- Long distance charges, phone charges, initial and follow up calls	$0.00
-Prepare And Deliver Notice And Subpoena For Signature (If Required)	$0.00
-Deliver Notice To All/3rd Party Notices	$0.00
-Serve Subpoena To Custodian Of Record	$0.00
-Pick-Up Scheduling And Two (2) Field Trips	$0.00

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

-Mileage	$0.00
-Return Record Review For Completeness And Legibility	$0.00
-Rush Fee (One Way) (not discountable)	$25.00
-Witness Fee (Pass Through Fees May Be Charged)	$0.00
-Deposition Trip Fee (not discountable)	$20.00
-Deposition Certification Fee (not discountable)	$20.00
-Custodial Fee (Pass Through Fees May Be Charged)	$0.00
-Custodial Fee Carrying Fee (10% of Pass Thru Fees May Be Charged)	$0.00
-Hard Copy Per Page, Authorization (not discountable)	$0.50
-Hard Copy Per Page, Subpoena, Includes Pagination And Sealing If Required (not discountable)	$0.50
-Hard Copy, Shipping Cost (Pass Through Fees May Be Charged)	$0.00
-Sales/Revenue Taxes (Pass Through Fees May Be Charged)	$0.00
-X-Ray Duplication (not discountable)	$17.50
-Fax Or Electronic Receipt Of Authorization For The Release Of Records	$0.00
-Phone Charges	$0.00
-Authorization Cover Sheet Preparation And Delivery Per Location	$0.00
-Record Receipt And Review (QA)	$0.00
-Electronic Posting Of Record, Per Page	$0.00
-Hospital Charting (charged per page) (not discountable)	$0.25
-Maximum Spend Without Client Authorization, MRR * (not discountable)	$75.00
-Maximum Spend Without Client Authorization, X-Ray Duplication * (not discountable)	$210.00
*Default Can Be Lower Or Higher Based On Customer Specifications	--
Motor Vehicles Search	$0.00
Motor Vehicles Report	$0.00
MVR Reports (Driving Records)** (plus state fee) (charged per search) (not discountable)	$5.00
** Coverage and state fees are available in the product and are subject to change	--
National Motor Vehicle Accident Search & Report (not discountable)	$3.00
National UCC Filings (Report Included)	$0.00
NCPDP (National Council for Prescription Drug Programs) Search	$0.00
NCPDP (National Council for Prescription Drug Programs) Report	$0.00
Neighbors ("Next Steps")	$0.00
NPI Report	$0.00
Official Records Search (Report Included)	$0.00
OSHA Investigative Reports Search	$1.00
Passport Validation	$0.00
People At Work Search	$0.00
People In The News (not discountable)	$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)	--
-1 - 50	$0.00
-51 - 250	$0.00
-251 - 500	$0.00
-501 - 1,000	$0.00
-1,001 - 5,000	$0.00

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

-5,001 - 25,000	$0.00
-25,001 - 100,000	$0.00
Professional Licenses (Report Included)	$0.00
Property Assessment Search	$0.00
Property Assessment Report	$0.00
Property Deed Search	$0.00
Property Deed Report (excluding Deed Image)	$0.00
Property Deed Image (additional charge when ordered from within Property Reports) (not discountable)	$8.00
Property Search (Property Assessments, Deeds & Mortgages)	$0.00
Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	$0.00
Provider Search	$0.25
Provider Report	$5.00
Provider Report Card (charged per search)	$5.00
Provider Sanction Search (charged per search)	$0.25
Provider Sanction Report	$5.00
Real Time Person Search (charged per search)	$3.50
Real Time Phone Search	$0.50
Relatives ("Next Steps")	$0.00
Relatives, Neighbors & Associates ("Next Steps")	$0.00
Relavint Visual Link Analysis (Per Diagram)	$0.00
Satellite Image Search	$0.00
SEC Filings Search	$3.50
Sexual Offenders (Report Included)	$0.00
SIRIS	$0.00
USA Patriot Act	$0.00
Virtual Identity Search & Report	$2.00
Voter Registrations	$0.00
Watercraft	$0.00
Watercraft Report	$0.00
WorkPlace Locator (not discountable)	$3.50
Reports	
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	$0.00
Business Link Report (charged per search)	$5.00
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	$0.00
Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Address Summary and Phones Plus (optional).	$3.50
Entitlement Report: Summary Report, Phones Plus, Bankruptcy, Liens/Judgments, UCC Filings, People At Work, Driver's Licenses, Vehicle Registrations, Property,	$0.00

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Watercraft, FAA Pilots, FAA Aircraft, Professional Licenses, Associates, Relatives (3 Degrees), Criminal Records And Sexual Offenders. Results Can Be Restricted By The User To Their Applicable Dates Of Interest.	
Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Bankruptcy Filings And Corporate Affiliations.	$0.00
Government Location Report (charged per search)	$1.00
Summary Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Census Data, Bankruptcy Indicator, Property Indicator And Corporate Affiliations Indicator.	$0.00
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	$0.00
Additional Report Options:	--
-Bankruptcy	$0.00
-Businesses At Address	$0.00
-Concealed Weapons Permit Search	$0.00
-Criminal Records Search	$0.00
-Criminal Records Report	$0.00
-Driver Licenses At Address	$0.00
-Hunting/Fishing License Search	$0.00
-Liens And Judgments	$0.00
-Motor Vehicles Registered At Address	$0.00
-Neighborhood Profile (2010 Census)	$0.00
-Neighbors At Address	$0.00
-Property Ownership Current / Previous	$0.00
-Sexual Offenders Search (Report Included)	$0.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	$0.00
Additional Report Options:	--
-Associated Businesses	$0.00
-Associated People	$0.00
-Bankruptcy	$0.00
-Business Registrations	$0.00
-Corporation Filings	$0.00
-Dun & Bradstreet Records (not discountable)	$3.75
-FAA Aircraft	$0.00
-Internet Domain Names	$0.00
-IRS 5500	$0.00
-Liens and Judgments	$0.00
-Motor Vehicles	$0.00
-Properties	$0.00
-UCC Filings	$0.00
-Watercraft	$0.00
Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible	$0.00

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

December 11, 2019

Education, Comprehensive Report Summary)	
Additional Report Options:	--
-Associates	$0.00
-Bankruptcy	$0.00
-Criminal Records	$0.00
-DEA Controlled Substances License Search	$0.00
-Driver Licenses Information	$0.00
-Email Search	$0.40
-Federal Firearms & Explosives License Search	$0.00
-Liens And Judgments	$0.00
-Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)	$0.00
-National Motor Vehicle Accident Search & Report	$0.00
-Neighborhood Profile (2010 Census)	$0.00
-Neighbors (Up To 6 Neighbors At 10 Different Addresses)	$0.00
-People At Work	$0.00
-Phones Plus	$0.00
-Professional Licenses (Report Included)	$0.00
-Properties	$0.00
-Real Time Vehicle Registrations (charged per search) (not discountable)	$3.50
-Relatives (Up to 3 Degrees of Separation)	$0.00
-Sexual Offenders	$0.00
-Supplemental Data Sources	$0.00
-UCC Filings	$0.00
Flat Rate Comprehensive Healthcare Business Report (includes Base Report Features and Additional Report Options listed below)	$10.00
Comprehensive Healthcare Business Report (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information)	$0.50
Additional Report Options:	--
-Associated Businesses	$1.00
-Associated People	$1.00
-Bankruptcy (charged per search)	$1.00
-Business Phone Matches	$0.25
-Business Registrations	$0.25
-Corporation Filings	$1.00
-Dun & Bradstreet Records (not discountable)	$3.75
-FAA Aircraft	$0.25
-Internet Domain Names	$0.25
-IRS 5500	$0.00
-Liens And Judgments (charged per search)	$0.25
-Motor Vehicles	$0.75
-Properties	$1.00
-Sanctions	$0.50
-UCC Filings	$0.50
-Verification	$0.75
-Watercraft	$1.00
Flat Rate Comprehensive Healthcare Provider Report (includes Base Report Features	$6.00

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

and Additional Report Options listed below)	
Comprehensive Healthcare Provider Report (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number)	$0.50
Additional Report Options:	--
-Additional Deceased Data Sources	$0.00
-Associates	$0.00
-Bankruptcy (charged per search) (not discountable)	$0.25
-Business Address Summary	$0.25
-Business Affiliations	$0.50
-Business Phone Matches	$0.25
-DEA Licenses	$0.25
-Degrees	$0.00
-Education	$0.50
-Group Affiliations	$0.50
-GSA Sanctions (charged per search)	$0.50
-Hospital Affiliations	$0.50
-Liens And Judgments (charged per search)	$0.25
-Medical Licenses (charged per search)	$1.00
-Possible Criminal Records (charged per search)	$0.25
-Professional Licenses (charged per search)	$1.00
-Sanctions (Disciplinary) (charged per search)	$0.50
-Sexual Offenses (charged per search)	$1.00
-Specialties	$0.00
-Verification	$0.75
Online Batch	
Advanced Person Search	$0.50
Deceased Person	$0.25
Address (Single)	$0.13
Address (Multiple)	$0.16
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Single)	$0.23
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Multiple)	$0.25
Waterfall Phone with Address (single)	$0.25
Waterfall Phone with Address (multiple)	$0.30
Address and/or Phone Confirmation (per input) (single)	$0.03
Address and/or Phone Confirmation (per input) (multiple)	$0.04
Phones Plus	$0.50
Real Time Phone Search	$0.50
Real Time Motor Vehicle Registrations	$1.50
Property - Add Up To Five Properties Owned By The Subject	$1.00
Consumer InstantID	$0.65
Consumer InstantID With Fraud Defender	$0.95
Consumer InstantID With Red Flags Rule	$0.90

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Business InstantID	$1.30
Business InstantID With Fraud Defender	$1.30
Multiple = 2 Or More Phones/Addresses Returned	--

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

LexisNexis®

Lexis Advance® Subscription Amendment for State/Local Government
(Existing Subscriber Version)

"Subscriber" Name: 172nd District Court
Account Number: 10001XQ2W
"LN": LexisNexis, a division of RELX Inc.

1. Amendment
This Amendment ("Amendment") amends and supplements the terms of the Lexis Advance Subscription Agreement previously entered into between LexisNexis, a division of RELX Inc. ("LN") and Subscriber (the "Subscription Agreement"). This Amendment shall serve as Subscriber's acceptance of the General Terms & Conditions for Use of the Online Services in effect as of the date of this Amendment and displayed at www.lexisnexis.com/terms/general.

2. Certification
2.1 Subscriber certifies that the number of government professionals in Subscriber's organization is as set forth below. A "Government Professional User" is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

Number of Government Professional Users:	**1**

2.2 A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. Up to 3 ID's will be issued to support staff for each Government Professional User accounted for above. Support Staff Users will receive access at no additional charge.

2.3 Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.

2.4 If Subscriber, at the time of signing this Amendment has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

2.5 Subscriber acknowledges that the pricing and menus provided to Subscriber in this Amendment depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Amendment there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.

(i) At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.
(ii) If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

3. Lexis Advance Product and Charges
3.1 This Section 3 amends the Subscription Agreement with respect to the Lexis Advance® product offering described below. The term of Subscriber's commitment for the Lexis Advance product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 3.3 below (the "Committed Term"). Subscriber may not terminate this Amendment under Section 5.2 of the General Terms during the Committed Term. In addition, Subscriber may terminate this Amendment during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach. If Subscriber terminates this Amendment pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

Lexis Advance Content & Features		
Product	**SKU Number**	**Number of Users**
All Briefs, Pleadings & Motions	1010612	1
News	1010610	1
TX Practice Library	1010629	1

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National Primary Enhanced	1011511	1
☐ See attached Rider No. 1 for additional Content & Features		

3.2 During the Term, the premium features Shepard's Graphical and Research Map will be included at no additional charge.

3.3 In exchange for access to the Lexis Advance Content, Feature and/or Service set forth above in Section 3.1, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Committed Term	Monthly Commitment
1/1/2020 -12/31/2020	$80.00

3.4 During the Term, LN may make content and features available to Subscriber that are not included in the Lexis Advance Content described above which will be offered to Subscriber at an additional charge ("Alternate Materials"). Subscriber will be under no obligation to access and use the Alternate Materials, or to incur additional fees beyond the Monthly Installment. If Subscriber elects to access the Alternate Materials by initialing below, Subscriber will be notified that additional charges will apply before the Alternate Materials is displayed. If Subscriber proceeds to access the Alternate Materials, Subscriber will pay the then current, transactional charge(s) for the Alternate Materials that is displayed at the time of access.

N/A **Subscriber elects access to the Alternate Materials**
(Initial)

3.5 Use of Lexis Advance under this Amendment is available to Subscriber and its Authorized Users (defined in the General Terms).

3.6 LN may temporarily suspend access to Lexis Advance until all unpaid amounts are paid in full. No claims directly or indirectly related to this Amendment with respect to amounts billed or payments made under this Amendment may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

4. Closed Offer
The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before _____.

5. Confidential Information
Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Amendment.

6. SUPPORT AND TRAINING
During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis Advance through:
(a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
(b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
(c) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Amendment.

7. Miscellaneous

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This Amendment does not bind either party until it has been accepted by both parties. Subscriber may accept this Amendment by signing below. LN will accept this Amendment by providing Subscriber with access to Lexis Advance or by signing below.

LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AMENDMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.

AGREED TO AND ACCEPTED BY:

Subscriber:	**172nd District Court**
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	
Printed Name:	Jeff R. Branick
Job Title:	Jefferson County Judge
Date:	December 17, 2019

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]

Authorized Signature:	
Name:	Roslan, Joshua (LNG-DAY)
Job Title:	
Date:	Digitally signed by Roslan, Joshua (LNG-DAY) Date: 2019.11.07 16:26:32 -05'00'

ATTEST Carolyn L Hundley
DATE 12/17/19

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

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JOC 19-069/DC

SETEX
FACILITIES & MAINTENANCE
"Strength in Construction"

Mailing Address:
P.O. Box 20658
Beaumont, Texas 77720-0658

(409) 842-8181
(409) 842-2274
setex@setexconstruction.com
setexconstruction.com

General Contracting

Job Order Contracting

Facilities Maintenance

Commercial

Industrial

Government

Healthcare

Infrastructure

Corporate

Education

Performing Arts

Historical

December 11, 2019

Deb Clark
Jefferson County Purchasing
1149 Pearl
Beaumont, TX 77701

Project: ***"Precinct 2 Service Center [Building 244]"***

Subject: ***"Proposal"***

Dear Ms. Clark:

We are pleased to submit our proposal utilizing our 15/041JN-11-2015 Choice Partners JOC Texas Contract based on local CCI and our coefficient of .89.

Proposal Recap:

- Remove existing rock ballast from the roof.
- Install ½" Duro Fold separator board
- Install 50 mil Duro-Last thermoplastic membrane attached with mechanical fasteners.
- Install new membrane flashings at all mechanical curbs and penetrations.
- Provide owner with manufacturer's warranty for product membrane, material and accessories.
- Remove and reinstall gutter.
- Remove coping cap, wrap membrane over the parapet wall, re-install existing coping.
- Remove vent pipe over shop area.
- Provide 20yr NDL Warranty

Exclusions:

Unforeseen items beyond specified scope listed above, overtime, sales tax, permits, and liquidated damages.

We estimate approximately thirty (30) working days upon material delivery

Proposal Cost	$	53,029.87
Bond Cost	$	1,325.75
Total Proposed Cost	**$**	**54,355.62**

This pricing is based on normal hours Monday thru Friday 7:00 am to 4:00 pm. Once accepted this proposal turns into a lump sum contract. Please contact us at 409-842-8181 at your convenience to go over this estimate.

Respectfully submitted,
SETEX Facilities & Maintenance, LLC.

Michael Waidley
Project Manager
19-0277

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

ATTEST:

Carolyn L. Guidry, County Clerk

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

Preliminary Estimate, by estimates

Michael Waidley
SETEX Construction
15/041JN-11 - 2015 Choice Partners JOC Texas SETEX - Renewal - 8/18/2018 to 8/17/2019
Jefferson County Pct 2 Service Center - 18-0157

Estimator: Michael Waidley

Jefferson County Pct 2 Service Center r3

Division Summary (MF04)

01 - General Requirements	$12,500.03	26 - Electrical	
02 - Existing Conditions	$4,510.00	27 - Communications	
03 - Concrete		28 - Electronic Safety and Security	
04 - Masonry		31 - Earthwork	
05 - Metals	$199.04	32 - Exterior Improvements	
06 - Wood, Plastics, and Composites	$1,203.00	33 - Utilities	
07 - Thermal and Moisture Protection	$43,727.07	34 - Transportation	
08 - Openings		35 - Waterway and Marine Transportation	
09 - Finishes		41 - Material Processing and Handling Equipment	
10 - Specialties		44 - Pollution Control Equipment	
11 - Equipment		46 - Water and Wastewater Equipment	
12 - Furnishings		48 - Electric Power Generation	
13 - Special Construction		Alternate	$4,190.70
14 - Conveying Equipment		Trades	$1,430.00
21 - Fire Suppression		Assemblies	
22 - Plumbing	$181.00	FMR	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		**MF04 Total (Without totalling components)**	**$67,940.84**
25 - Integrated Automation			

Totalling Components

Priced Line Items	$67,940.84	2015 Choice Partners JOC SETEX Texas Normal (-11.0000%)	$(6,554.25)
RSMeans BEAUMONT, TX CCI 2019Q4, 87.70%	$(8,356.72)	Nonpriced Line Items	

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	$24,245.08
Labor:	$38,781.67
Equipment:	$3,707.94
Other:	$1,206.15
Laborhours:	521.25
Green Line Items:4	$1,636.66

Priced/Non-Priced

Total Priced Items:	40	$67,940.84	
Total Non-Priced Items:	0	$0.00	0.00%
	40	$67,940.84	

Grand Total **$53,029.87**

Estimator: Michael Waidley

Jefferson County Pct 2 Service Center r3

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
01 - General Requirements								
1	01-11-31-30-1300	Engineering fees, structural, maximum Windstorm	Project	48,246.0000	2.5000%	$1,206.15	RSM19FAC O&P	P
2	01-31-13-20-0260	Field personnel, superintendent, average	Week	1.0000	$3,725.00	$3,725.00	RSM19FAC L, O&P	P
3	01-54-16-50-0100	Forklift crew, all-terrain forklift, 45' lift, 35' reach, 9000 lb. capacity, weekly use	Week	1.0000	$5,800.00	$5,800.00	RSM19FAC L, E, O&P	P
4	01-54-36-50-1400	Mobilization or demobilization, delivery charge for equipment, hauled on 20-ton capacity towed trailer	Ea.	2.0000	$865.00	$1,730.00	RSM19FAC L, E, O&P	P
5	01-56-23-10-4000	Barricade, portable roof edge, 50 uses, warning flags 102+102+60+60 = 324.00	L.F.	324.0000	$0.12	$38.88	RSM19FAC M, L, O&P	P
		01 - General Requirements Total						$12,500.03
02 - Existing Conditions								
6	02-41-19-19-0122	Selective demolition, rubbish handling, regular chute, circular steel 4' length, 36" diameter, cost to be added to demolition cost	Ea.	4.0000	$490.00	$1,960.00	RSM19FAC M, L, E, O&P	P
7	02-41-19-19-0840	Selective demolition, rubbish handling, dumpster, 40 C.Y., 10 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost 4*6120 4*6120 = 24,480.00	Week	3.0000	$850.00	$2,550.00	RSM19FAC M, O&P	P
		02 - Existing Conditions Total						$4,510.00
05 - Metals								
8	05-31-23-50-2100	Metal roof decking, steel, open type B wide rib, galvanized, under 50 sq., 1 -1/2" D, 22 gauge	S.F.	64.0000	$3.11	$199.04	RSM19FAC Gm, M, L, E, O&P	P
		05 - Metals Total						$199.04
06 - Wood, Plastics, and Composites								
9	06-11-10-24-5200	Wood framing, miscellaneous, nailers, treated, steel construction, 2" x 4"	L.F.	120.0000	$2.44	$292.80	RSM19FAC M, L, O&P	P
10	06-11-10-30-5920	Wood framing, roof cants, split, 4" x 4" 102+60+60 = 222.00	L.F.	222.0000	$4.10	$910.20	RSM19FAC M, L, O&P	P
		06 - Wood, Plastics, and Composites Total						$1,203.00

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
07 - Thermal and Moisture Protection								
11	07-05-05-10-2270	Selective demolition, thermal and moisture protection, roof edge, gravel stop	L.F.	102.0000	$0.56	$57.12	RSM19FAC L, O&P	P
12	07-05-05-10-3730	Selective demolition, thermal and moisture protection, roofing, built-up, embedded gravel removal (102+6)*(60+3) = 6,804.00	S.F.	6,804.0000	$1.34	$9,117.36	RSM19FAC L, O&P	P
13	07-22-16-10-0810	Roof deck insulation, gypsum cover board, fiberglass mat faced, 1/2" thick, fastening excluded 102*60*1.15 = 7,038.00	S.F.	7,038.0000	$1.14	$8,023.32	RSM19FAC M, L, O&P	P
14	07-22-16-10-1755	Roof deck insulation, polyisocyanurate, 3-1/2" thick, 2#/CF density, fastening excluded	S.F.	64.0000	$2.54	$162.56	RSM19FAC Gm, M, L, O&P	P
15	07-22-16-10-3010	Roof deck insulation, fastening alternatives, coated screws, 4" 14*70.38 = 985.32	Ea.	985.3200	$0.32	$315.30	RSM19FAC M, L, O&P	P
16	07-22-16-10-3010	Roof deck insulation, fastening alternatives, coated screws, 4" 2193 = 2,193.00	Ea.	2,193.0000	$0.32	$701.76	RSM19FAC M, L, O&P	P
17	07-22-16-10-3075	Roof deck insulation, fastening alternatives, 3" galvanized deck plates 14*70.38 = 985.32	Ea.	985.3200	$0.19	$187.21	RSM19FAC M, L, O&P	P
18	07-22-16-10-3075	Roof deck insulation, fastening alternatives, 3" galvanized deck plates 2193 = 2,193.00	Ea.	2,193.0000	$0.19	$416.67	RSM19FAC M, L, O&P	P
19	07-22-16-10-9000	Roof deck insulation, minimum labor/equipment charge	Job	1.0000	$196.00	$196.00	RSM19FAC L, O&P	P
20	07-54-19-10-8880	Polyvinyl-chloride roofing, (PVC), heat welded seams, reinforced, 0.40 psf, partially adhered with mechanical fasteners, 60 mils ((7038+(102+60+60*3))*1.15)/100 = 84.87	Sq.	84.8700	$206.00	$17,483.22	RSM19FAC M, L, E, O&P	P
21	07-54-19-10-8880	Polyvinyl-chloride roofing, (PVC), heat welded seams, reinforced, 0.40 psf, partially adhered with mechanical fasteners, 60 mils	Sq.	9.1080	$206.00	$1,876.25	RSM19FAC M, L, E, O&P	P
22	07-65-10-10-0300	Sheet metal flashing, aluminum, flexible, mill finish, .050" thick, including up to 4 bends (102+60+60*2)*1.15 = 324.30	S.F.	324.3000	$7.40	$2,399.82	RSM19FAC M, L, O&P	P
23	07-65-10-10-0300-0400	Sheet metal flashing, aluminum, flexible, mill finish, .013" thick, including up to 4 bends, painted finish, add (Modified using 07-65-10-10-0400) (102+60+60*2)*1.15 = 324.30	S.F.	324.3000	$0.36	$116.75	RSM19FAC M, O&P	P
24	07-65-10-10-9200-9290	Sheet metal flashing, stainless steel, flexible sheets, including up to 4 bends, for mechanically keyed flashing, add (Modified using 07-65-10-10-9290) (102+60+60*2)*1.15 = 324.30	S.F.	324.3000	$2.10	$681.03	RSM19FAC M, O&P	P

07 - Thermal and Moisture Protection

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
25	07-71-19-10-0100	Aluminum gravel stops, painted, .050" thick, 4" face height	L.F.	102.0000	$13.60	$1,387.20	RSM19FAC M, L, O&P	P
26	07-72-80-30-0100	Vents, one-way, for insulated decks, 1 per M.S.F., plastic, heavy duty 6120/1000 = 6.12	Ea.	7.0000	$86.50	$605.50	RSM19FAC M, L, O&P	P
		07 - Thermal and Moisture Protection Total						$43,727.07

22 - Plumbing

27	22-13-16-80-4100	Vent flashing, lead, 4#, 8" skirt, 2" pipe	Ea.	2.0000	$90.50	$181.00	RSM19FAC M, L, O&P	P
		22 - Plumbing Total						$181.00

Alternate

28	05-51-33-13-0100	R&R - Ladder, shop fabricated, steel, 20" W, bolted to concrete, excl cage (Repriced 12/11/2019) Original Values (M:$41.50 L:$21.50 E:$1.13 O:85.00 LH:0.376) Labor Adjustment: 150% ($32.2500) --- (Repriced 3/18/2019) Original Values (M:$41.50 L:$21.50 E:$1.13 O:85.00 LH:0.376) Labor Adjustment: 100% ($21.5000) --- Labor Adjustment: 100% of $35.57 = $35.57 --- Using O&P Pricing Bare Costs: (M:$36.50 L:$21.00 E:$1.16 O:85.00 LH:0.376) O&P Labor Calc = O&P Total - (Bare Material + 10.000%) - (Bare Equipment + 10.000%) $77.00 - $40.15 - $1.28 = $35.57 Labor w/CCI = $35.57 * 100.000% = $35.57	V.L.F.	10.0000	$32.25	$322.50	CUSTOM Gm, L, O&P	P
29	06-11-10-24-5200	Demo - Wood framing, miscellaneous, nailers, treated, steel construction, 2" x 4" (Repriced 12/11/2019) Original Values (M:$0.60 L:$1.10 E: O:750.00 LH:0.021) Labor Adjustment: 50% ($0.5500) --- Labor Adjustment: 50% of $1.78 = $0.89 --- Using O&P Pricing Bare Costs: (M:$0.60 L:$1.10 E: O:750.00 LH:0.021) O&P Labor Calc = O&P Total - (Bare Material + 10.000%) - (Bare Equipment + 10.000%) $2.44 - $0.66 - $0.00 = $1.78 Labor w/CCI = $1.78 * 100.000% = $1.78 120 = 120.00	L.F.	120.0000	$0.55	$66.00	CUSTOM L, O&P	P

Alternate

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
30	07-22-16-10-1755	**Demo - Roof deck insulation, polyisocyanurate, 3-1/2" thick, 2#/CF density, fastening excluded** (Repriced 12/11/2019) Original Values (M:$1.86 L:$0.28 E: O:1,300.00 LH:0.006) Labor Adjustment: 50% ($0.1400) --- (Repriced 3/18/2019) Original Values (M:$1.86 L:$0.28 E: O:1,300.00 LH:0.006) Labor Adjustment: 50% ($0.1400) --- Labor Adjustment: 50% of $0.48 = $0.24 --- Using O&P Pricing Bare Costs: (M:$1.71 L:$0.27 E: O:1,300.00 LH:0.006) O&P Labor Calc = O&P Total - (Bare Material + 10.000%) - (Bare Equipment + 10.000%) $2.36 - $1.88 - $0.00 = $0.48 Labor w/CCI = $0.48 * 100.000% = $0.48	S.F.	6,804.0000	$0.14	$952.56	CUSTOM Grn, L, O&P	P
31	07-65-10-10-0300	**R&R - Sheet metal flashing, aluminum, flexible, mill finish, .050" thick, including up to 4 bends** (Repriced 12/11/2019) Original Values (M:$2.75 L:$2.49 E: O:145.00 LH:0.055) Labor Adjustment: 150% ($3.7350) --- (Repriced 3/18/2019) Original Values (M:$2.75 L:$2.49 E: O:145.00 LH:0.055) Labor Adjustment: 100% ($2.4900) --- (Repriced 8/07/2018) Original Values (M:$2.75 L:$2.42 E: O:145.00 LH:0.055) Labor Adjustment: 100% ($2.4200) --- Labor Adjustment: 150% of $3.98 = $5.97 --- Using O&P Pricing (102+102+60)*2 = 528.00	S.F.	324.3000	$3.74	$1,211.26	CUSTOM L, O&P	P
32	07-65-10-10-0300	**Demo - Sheet metal flashing, aluminum, flexible, mill finish, .050" thick, including up to 4 bends** (Repriced 12/11/2019) Original Values (M:$2.75 L:$2.49 E: O:145.00 LH:0.055) Labor Adjustment: 50% ($1.2450) --- (Repriced 3/18/2019) Original Values (M:$2.75 L:$2.49 E: O:145.00 LH:0.055) Labor Adjustment: 50% ($1.2450)	S.F.	282.0000	$1.25	$352.50	CUSTOM L, O&P	P

Alternate

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
		---------- Labor Adjustment: 50% of $4.32 = $2.16 ---------- Using O&P Pricing Bare Costs: (M:$2.75 L:$2.42 E: O:145.00 LH:0.055) O&P Labor Calc = O&P Total - (Bare Material + 10.000%) - (Bare Equipment + 10.000%) $7.35 - $3.03 - $0.00 = $4.32 Labor w/CCI = $4.32 * 100.000% = $4.32 (102+60+60*2) = 282.00						
33	07-71-19-10-0100	**Demo - Aluminum gravel stops, painted, .050" thick, 4" face height** (Repriced 12/11/2019) Original Values (M:$7.60 L:$3.36 E: O:145.00 LH:0.055) Labor Adjustment: 50% ($1.6800) ---------- (Repriced 3/18/2019) Original Values (M:$7.60 L:$3.36 E: O:145.00 LH:0.055) Labor Adjustment: 50% ($1.6800) ---------- Labor Adjustment: 50% of $5.20 = $2.60 ---------- Using O&P Pricing Bare Costs: (M:$7.50 L:$3.30 E: O:145.00 LH:0.055) O&P Labor Calc = O&P Total - (Bare Material + 10.000%) - (Bare Equipment + 10.000%) $13.45 - $8.25 - $0.00 = $5.20 Labor w/CCI = $5.20 * 100.000% = $5.20	L.F.	102.0000	$1.68	$171.36	CUSTOM L, O&P	P
34	13-34-19-50-6550	**R&R - Pre-engineered steel building accessory items, gutter, eave type, painted, 26 gauge** (Repriced 12/11/2019) Original Values (M:$7.20 L:$2.80 E: O:320.00 LH:0.050) Labor Adjustment: 150% ($4.2000) ---------- (Repriced 3/18/2019) Original Values (M:$7.20 L:$2.80 E: O:320.00 LH:0.050) Labor Adjustment: 100% ($2.8000) ---------- Labor Adjustment: 100% of $4.66 = $4.66 ---------- Using O&P Pricing Bare Costs: (M:$7.40 L:$2.73 E: O:320.00 LH:0.050) O&P Labor Calc = O&P Total - (Bare Material + 10.000%) - (Bare Equipment + 10.000%) $12.80 - $8.14 - $0.00 = $4.66 Labor w/CCI = $4.66 * 100.000% = $4.66	L.F.	102.0000	$4.20	$428.40	CUSTOM L, O&P	P
35	23-34-16-10-5520	**Demo - Fans, industrial exhauster, 1,000 CFM, 1-1/2 H.P.** (Repriced 12/11/2019)	Ea.	1.0000	$222.50	$222.50	CUSTOM L, O&P	P

Alternate

Item	Description	UM	Quantity	Unit Cost	Total	Book	
	Original Values (M:$3,150.00 L:$445.00 E: O:2.50 LH:8.000) Labor Adjustment: 50% ($222.5000) --- (Repriced 3/18/2019) Original Values (M:$3,150.00 L:$445.00 E: O:2.50 LH:8.000) Labor Adjustment: 50% ($222.5000) --- Labor Adjustment: 50% of $692.50 = $346.25 --- Using O&P Pricing Bare Costs: (M:$3,075.00 L:$440.00 E: O:2.50 LH:8.000) O&P Labor Calc = O&P Total - (Bare Material + 10.000%) - (Bare Equipment + 10.000%) $4,075.00 - $3,382.50 - $0.00 = $692.50 Labor w/CCI = $692.50 * 100.000% = $692.50						
36 23-37-23-10-4200	**R&R - Ventilator, stationary mushroom, aluminum, 16" orifice diameter, includes base** (Repriced 12/11/2019) Original Values (M:$675.00 L:$88.00 E: O:10.00 LH:1.600) Labor Adjustment: 150% ($132.0000) --- (Repriced 3/18/2019) Original Values (M:$675.00 L:$88.00 E: O:10.00 LH:1.600) Labor Adjustment: 100% ($88.0000) --- Labor Adjustment: 100% of $135.00 = $135.00 --- Using O&P Pricing Bare Costs: (M:$650.00 L:$86.00 E: O:10.00 LH:1.600) O&P Labor Calc = O&P Total - (Bare Material + 10.000%) - (Bare Equipment + 10.000%) $850.00 - $715.00 - $0.00 = $135.00 Labor w/CCI = $135.00 * 100.000% = $135.00	Ea.	1.0000	$132.00	$132.00	CUSTOM L, O&P	P
37 23-37-23-10-5600	**R&R - Ventilator, relief vent, rectangular, aluminum, galvanized curb, intake/exhaust, 0.033" S.P., 600 CFM, 12" x 16", includes base and damper** (Repriced 12/11/2019) Original Values (M:$835.00 L:$110.00 E: O:8.00 LH:2.000) Labor Adjustment: 150% ($165.0000) --- (Repriced 3/18/2019) Original Values (M:$835.00 L:$110.00 E: O:8.00 LH:2.000) Labor Adjustment: 100% ($110.0000) --- Labor Adjustment: 100% of $170.00 = $170.00 --- Using O&P Pricing Bare Costs: (M:$800.00 L:$108.00 E: O:8.00 LH:2.000)	Ea.	2.0000	$165.00	$330.00	CUSTOM L, O&P	P

Estimator: Michael Waidley — **Jefferson County Pct 2 Service Center r3**

Alternate

Item	Description	UM	Quantity	Unit Cost	Total	Book	
	O&P Labor Calc = O&P Total - (Bare Material + 10.000%) - (Bare Equipment + 10.000%) $1,050.00 - $880.00 - $0.00 = $170.00 Labor w/CCI = $170.00 * 100.000% = $170.00						
	Alternate Total						$4,189.08

Trades

38	SKWK	Skilled Workers Average (35 trades) - 2019 RSMeans Facilities O&P Rate	Hour	8.0000	$85.50	$684.00	Trades L, O&P	P
39	SSWK	Structural Steel Workers - 2019 RSMeans Facilities O&P Rate	Hour	4.0000	$93.25	$373.00	Trades L, O&P	P
40	SSWL	Welders, Structural Steel - 2019 RSMeans Facilities O&P Rate	Hour	4.0000	$93.25	$373.00	Trades L, O&P	P
		Trades Total						$1,430.00

Estimate Grand Total **53,029.87**

SIGNATUREGROUP

December 11, 2019

Ms. Deborah Clark
Jefferson County
1149 Pearl Street
7th Floor
Beaumont, TX 77701

RE: Proposal – Interior Reconstruction, Painting, and Flooring of Flood Damaged Materials in the Main Offices and Pavilion at Ford Park Entertainment Complex
Signature Group Proposal #: JEF-008-122

Dear Deb:

Signature Group (SG) is pleased to have the opportunity to provide the following proposal for interior reconstruction, painting, and flooring of flood damaged materials in the main offices and pavilion at Ford Park Entertainment Complex. We are committed to providing a successful project where safety is our first priority. We look forward to working diligently towards the fulfillment of this commitment.

Interior Build-Out of the Main Offices - Scope of work is as follows:

- Install 2' drywall throughout offices
- Texture to match existing
- Paint floor to ceiling
- Install Mohawk Emergent Stone Brown 363 in all rooms except where VCT exists and in the Conference Room *(Ford Park will provide carpet and we will install in that room.)*
- Install cove base throughout building
- Install new corner guards to match foyer
- Install lower base cabinets in two (2) reception areas, vault room, and break room to match existing *(if available)*
- Install 2x4 plywood shelving under ticket booth counter to match existing

Interior Build-Out of the Pavilion, Band Quarters, Three (3) Concession Stands, Two (2) Kiosks, and Ticket Booth - Scope of work is as follows:

- Spray encapsulate on open areas of the outer walls
- Install 4' of drywall throughout building
- Texture to match existing
- Paint floor to ceiling
- Install Mohawk Emergent Stone Brown 363 in all rooms except where VCT exists, and replace missing tile
- Install cove base throughout building
- Install FRP 2' in concession areas with vertical seams *(match as close to original)*
- Install four (4) vanities in bathrooms
- Provide and install new doors *(Signature Group to provide blanks and Ford Park provides hardware.)*

Total Firm Price **$327,960.00**

(Continued on Page 2)

Clarifications and Exclusions:

- Pricing and scope were developed per property walk on December 9, 2019
- Price includes labor and materials ***unless*** otherwise noted for the Main Offices
- Work in Main Offices to be completed by January 20, 2020
- Pavilion work to be completed in early February 2020
- Project is based on one (1) mobilization
- Owner to provide power and water
- Full access to work area
- Lead Times:
  - Please note that flooring and cabinets need to be ordered by 12.18.19 to finish offices
  - Flooring - 3-4 weeks
  - Doors - 4-6 weeks
  - Cabinets - 4-6 weeks
  - Corner guards - 2-3 weeks
  - FRP - 1-2 weeks
- Exclusions to this proposal include:
  - Electrical, HVAC, plumbing *(sink installation)*
  - Content manipulation, cubicles
  - Divider curtain
  - Appliances or equipment *(including set-up)*
  - Main Stage

Pricing includes all labor, tools, and materials per scope. Sales tax will be added at 8.25% unless a valid resale or exemption certificate is provided by client.

This proposal is made on the assumption that the work will be performed without unforeseen delays outside the control of Signature Group. If scheduled work is halted for any reason, without cause by Signature Group, we reserve the right to charge stand-by rates at a minimum of four hours for the work according to the applicable rates.

Any additional work created by a change in scope could require a Change Order between SG & client prior to commencement.

Terms, fees, and conditions are valid for 30 days from the date of this proposal.

Once again, we appreciate the opportunity to provide this proposal for you. Please contact me at (409) 651-9846 should you have any questions. We look forward to working with you.

Thanks,

Rian Glasscock
National Business Development Manager

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

ATTEST:

Carolyn L. Guidry, County Clerk

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

RQF 19-078/DC

WHEATON ENGINEERING AND ENVIRONMENTAL SCIENCE, LLC
410 S. Enterprise Pkwy.
Corpus Christi, Texas 78405
Bus: (361) 299-1801

PROPOSAL

Submitted To: Jefferson County/Johnson Controls

Project: Jail Smoke Purge System Review

Location: Beaumont, TX

Proposal # PA-1211 2019A

Proposal – MEP Engineering Work and Master Plan Study

We hereby submit estimates and quotations for:

Smoke Purge System Study
A comprehensive building-purge system study to cover the following specific items, with documentation into a corrective plan for project development and scheduling.

1. Review of the smoke purge ventilation system, including installed physical equipment, submittal information, original design documents, TAB report data and any other information available that provides documentation on the installed system.
2. Provide a report outlining discoveries and issues requiring correction or major maintenance to provide the intended smoke purge function.

Major Maintenance or Corrective Design
This proposal also provides for complete integrated engineering design on the projects noted above, as selected for construction by County officials. Work shall include mechanical engineering, all electrical engineering, and required support and accessory designs. Specifics shall be as follows:

- Development of the drawing bid/proposal package title sheet, providing the scope, location, and project title.
- Finishing drawings illustrating requirements for cosmetic patching and painting of the subject site.
- Mechanical drawings illustrating the installation of all mechanical equipment, including ductwork, piping, and control systems.
- Electrical drawings illustrating the installation of all electrical distribution equipment, , and power connection.

References:

Attachments: 1 Pages

We Propose hereby to furnish professional services for the master plan work items one through seven herein - complete in accordance with above specifications, for the sum of: **Five Thousand, Six Hundred Dollars ($5,600.00)**

Specific major maintenance project construction package design work will be completed on a percentage fee based on the at rates shown in the sliding scale bellow.

ENGINEERING FEES SLIDING SCALE		
Project Cost	**Percentage for New Construction**	**Percentage for Renovations**
$1 - $200,000	8.25	8.75
$200,001 - $300,000	8.00	8.50
$300,001 - $400,000	7.75	8.25
$400,001 - $500,000	7.50	8.00
$500,001 - $600,000	7.35	7.85
$600,001 - $700,000	7.20	7.70
$700,001 - $800,000	7.05	7.55
$800,001 - $900,000	6.90	7.40
$900,001 - $1,000,000	6.75	7.25
$1,000,001 - $2,000,000	6.625	7.125
$2,000,001 - $3,000,000	6.50	7.00
$3,000,001 - $4,000,000	6.375	6.875
$4,000,001 - $5,000,000	6.25	6.75
$5,000,001 - $6,000,000	6.20	6.70
$6,000,001 - $7,000,000	6.15	6.65
$7,000,001 - $8,000,000	6.10	6.60
$8,000,001 - $9,000,000	6.05	6.55
$9,000,001 - $10,000,000+	6.00	6.50

ALL CONSULTANTS AND EXPENSES AT 1.15 TIMES COST.

Payment to be made as follows:
Net 30 Days upon receipt, of payment to client, billed monthly
Documents and professional papers shall remain personal property and company shall retain title thereof until final payment and settlement is made.

Subject to term and Conditions of Sale Page 3 of 3

Steve Draeger
Project Manager, Performance Infrastructure
Building Solutions
Johnson Controls

361 652 6289 mobile
Steve.Robert.Draeger@jci.com
www.johnsoncontrols@jci.com

WHEATON ENGINEERING AND ENVIRONMENTAL SCIENCE, LLC
(WHEATON)
Authorized

Signature _____
Ronald B. Wheaton, P.E., Vice President

Date: December 11, 2019

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.
Date of Acceptance 12/17/2019

Signature: _____ **(Client)**
Title/Firm: County Judge, Jefferson County

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

ATTEST _____
DATE 12/17/19

Terms and Conditions:

Cancellation: If, following acceptance of this proposal by the **Client**, all or any portion of this order is canceled by the **Client** without default on the part of the **WHEATON** or without **WHEATON's** written consent, the **Client** shall be liable to **WHEATON** for cancellation charges including, but not limited to , **WHEATON's** incurred costs and such profit as would have been realized by **WHEATON** from the transaction had the agreement not been breached by the **Client.**

B) **Payment:** Payment terms for goods shipped hereunder will be net 30 days unless contrary terms appear on page 1 of 2 hereof or unless otherwise expressly agreed to in writing by **WHEATON**. **WHEATON** reserves the right to add to any account outstanding for more than 30 days a service charge of 1 ½ % of the principal amount due at the end of each month, or the maximum allowable legal interest rate, if lesser amount.

C) **Information Provided by Client:** Any existing information, including but not limited to existing calculations, drawings, investigations, soil borings, or any other information available to the **Client**, and having any affect on this work shall be provided to **WHEATON**.

D) **Products:** Complete bid specifications and bid drawings.
Materials supplied: (one (1) set of review drawings, (1) complete original bid package, (WHEATON Engineering drawings only).
* Complete, updated "as-built" drawings. __are included under the major maintenance design project section only _____

E) **Agency Coordination:** This proposal also covers a reasonable amount of consulting time for consultation with the __Facility Operations Staff___ representatives. Other contact is not included or in anyway implied.

F) **Contractual Requirements:** Services and fees are dependent upon and require compliance with the following:

1. Design work and engineering required to perform changes in the base design made after the conceptual design completion and changes in the overall scope of work shall be treated as extras to be billed hourly or negotiated, fee charges shall be based on the most current revision of the **WHEATON** Rate sheet.

2. Sufficient inspection services so as to comply with Section 19, Texas Engineering Practice Act are included and not be performed by **WHEATON** without additional compensation from **Client** Payment shall be due for each completion point upon delivery in accordance with the following schedule. Payment shall be received for Step 2 before Step 3 is provided.

Step	Percentage of Total Contract Billing	Completion Point
1	20%	On Program Completion
2	80%	On Design Completion
3	90%	On Sealing and Issuing Final Drawings/Study
4	100%	On Substantial Completion of Construction or Final Study Review

Neither, **WHEATON , WHEATON's** consultants, nor their agents or employees shall be jointly, severally, or individually liable to the **Client**, in excess of the compensation to be paid pursuant to this Agreement, by reason or any act or omission, including breach of contract or negligence not amounting to a willful or intentional wrong.

It is understood and agreed that **WHEATON** 's basic services under this AGREEMENT do not include full-time construction observation or review of the Contractor's performance. **Client** acknowledges the importance of such services and, should **Client** have such services performed by a party other than **WHEATON** , the **Client** shall assume responsibility for interpretation of the contract documents and for construction observation and shall waive any claims against **WHEATON** that may be in any way connected thereto.

In addition, if **WHEATON** does not perform full-time construction observation, **Client** shall, to the fullest extent permitted by law, indemnify and hold **WHEATON** harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments, or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of **WHEATON**.

The signatures of the concerned parties on page one of this form shall constitute an agreement between the parties such that **WHEATON** shall perform the described work in return for compensation from **Client** under the terms and conditions both documents and implied. **WHEATON** appreciates the opportunity to provide these services.

Jefferson County Courthouse
P.O. Box 4025
Beaumont, Texas 77704

Office (409) 835-8442
Fax (409) 835-8628
eddiearnold@co.jefferson.tx.us

Eddie Arnold
Jefferson County
Commissioner Pct. #1

MEMORANDUM

TO: **Patrick Swain, Auditing**

FROM: **Ann Shorts, Pct. #1 Road and Bridge**

DATE: **12-11-19**

RE: **Transfer**

We are requesting a transfer from Capital- Trucks and Trailers as follows:

Move $6,000.00 from Account #111-0109-431.60-42-Trucks and Trailers

Move $6,000.00 into Account #111-0102-431.30-99-Miscellaneous Supplies

The transfer requested is needed for a County ditch project.

Please put this on the Tuesday December 17, 2019 agenda for Court's approval.

Thank you,

Pct. #1 Road and Bridge

58TH DISTRICT COURT
KENT WALSTON, JUDGE

SYDNEY MOREAU
COORDINATOR

201 JEFFERSON COUNTY COURTHOUSE
BEAUMONT, TEXAS 77701
(409) 835-8434 FAX (409) 835-8552

MELISSA GIROUARD
COURT REPORTER
835-8529

VINCENT SAMPSON
CLERK / BAILIFF

December 10, 2019

TO: PATRICK SWAIN, AUDITOR

FROM: KENT WALSTON, JUDGE

RE: OUT OF STATE TRAVEL

DATE: DECEMBER 10, 2019

I hereby request approval for out-of-state travel for an upcoming CLE course in New Orleans, LA. The CLE event, *Advanced Trial Strategies*, is sponsored by the Texas State Bar and will provide the required CLE hours mandated by the State Bar of Texas. This live event is not offered in the State of Texas. The cost of the seminar is equivalent to same or similar seminars offered in Texas. The seminar will be funded by the travel account in the court's current budget. The estimated expense for hotel accommodations and the registration fee is $736.20. The registration fee provides for breakfast and lunch on both days of the seminar.

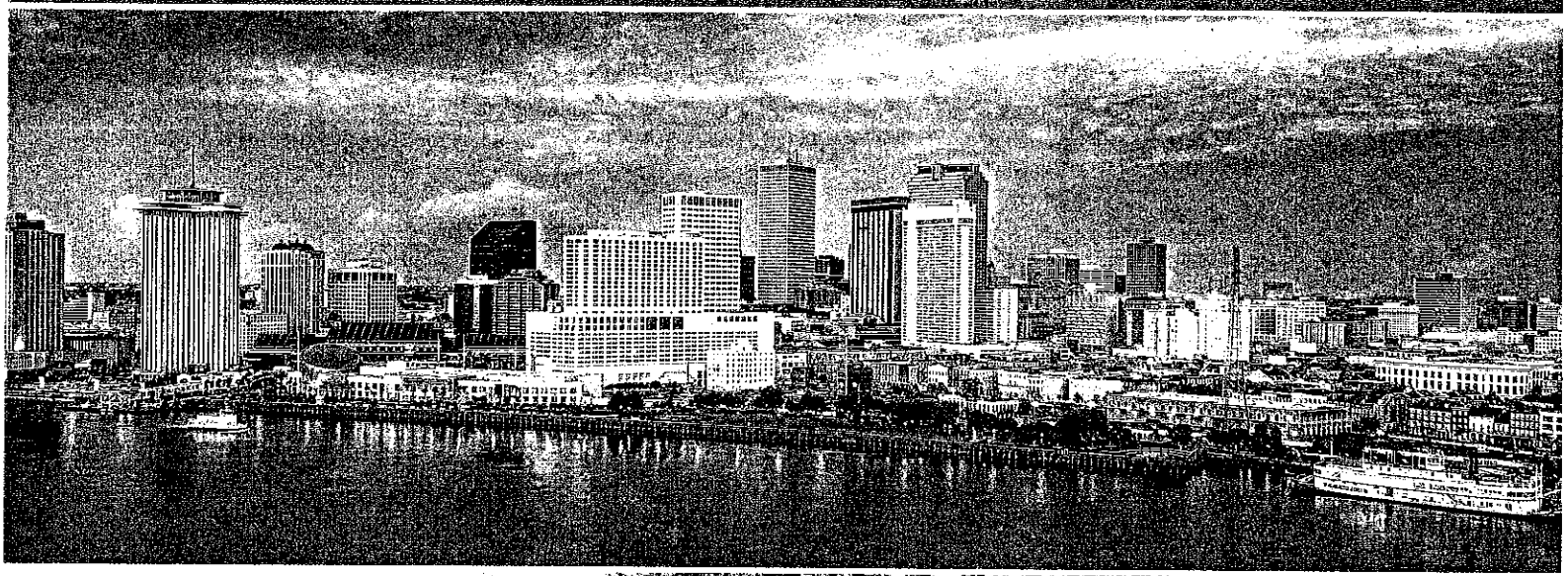
Please have this matter placed on next available agenda to be considered by the Commissioners. If you need any further information, please do not hesitate to contact me.

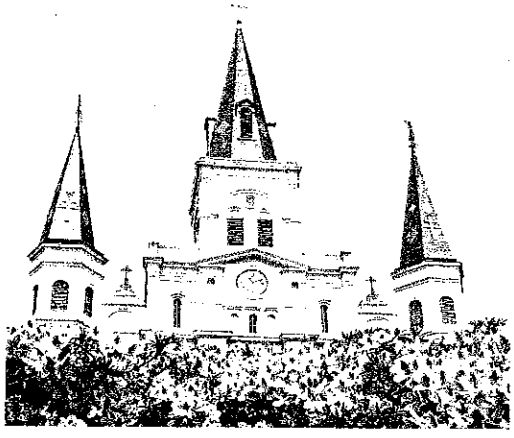
Sincerely,
KENT WALSTON

TexasBarCLE

9th Annual Course

Advanced Trial Strategies





LIVE New Orleans, LA • February 6-7, 2020 • Omni Royal Orleans Hotel

One Site Only! Seating is limited and this course is expected to sell out.

Cosponsored by TEX-ABOTA

MCLE CREDIT
13 Hours (2.5 Ethics)

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Course Materials

TexasBarCLE.com
800.204.2222 x1574

Education by the Bar, for the Bar

NAME	AMOUNT	CHECK NO.	TOTAL
ROAD & BRIDGE PCT.#1			
BEAUMONT FRAME & FRONT END	2,811.38	466507	
ENTERGY	567.72	466534	
UNITED STATES POSTAL SERVICE	2.50	466607	
MARTIN MARRIETTA AGG	630.40	466612	
KNIFE RIVER	274.24	466651	
REPUBLIC SERVICES	76.05	466711	
			4,362.29**
ROAD & BRIDGE PCT.#2			
CITY OF NEDERLAND	75.68	466512	
W.W. GRAINGER, INC.	67.51	466530	
ENTERGY	573.20	466534	
MUNRO'S	40.00	466554	
RITTER @ HOME	80.72	466562	
SETZER HARDWARE, INC.	3.58	466567	
TRI-CITY FASTENER & SUPPLY	69.38	466586	
LOWE'S HOME CENTERS, INC.	260.90	466620	
BUMPER TO BUMPER	444.30	466632	
REPUBLIC SERVICES	122.69	466711	
			1,737.96**
ROAD & BRIDGE PCT. # 3			
BEAUMONT FRAME & FRONT END	140.00	466507	
CITY OF PORT ARTHUR - WATER DEPT.	38.55	466511	
GULF COAST AUTOMOTIVE, INC.	14.48	466532	
MUNRO'S	62.70	466554	
VULCAN MATERIALS CO.	1,739.43	466588	
WALMART COMMUNITY BRC	30.22	466604	
WESTEND HARDWARE CO	58.25	466616	
WINDSTREAM	4.99	466640	
ATTABOY TERMITE & PEST CONTROL	30.00	466664	
REPUBLIC SERVICES	45.00	466711	
			2,163.62**
ROAD & BRIDGE PCT.#4			
CITY OF BEAUMONT - LANDFILL	264.00	466502	
BEAUMONT TRACTOR COMPANY	1,341.32	466508	
COASTAL WELDING SUPPLY	63.00	466514	
BEAUMONT ENTERPRISE	203.98	466524	
M&D SUPPLY	153.64	466550	
MUNRO'S	75.61	466554	
OLMSTED-KIRK PAPER	41.07	466557	
SANITARY SUPPLY, INC.	29.78	466565	
TRIANGLE BLUE PRINT CO., INC.	86.40	466584	
D&H ELECTRICAL SERVICES	503.00	466641	
ON TIME TIRE	95.00	466680	
SCHEAFFER MFG CO	1,217.64	466691	
REPUBLIC SERVICES	214.79	466711	
CINTAS CORPORATION	119.27	466715	
O'REILLY AUTO PARTS	50.53	466732	
WC TRACTOR - BEAUMONT	729.01	466738	
GULF COAST	303.25	466744	
GULF COAST	142.50	466745	
			5,574.23**
ENGINEERING FUND			
UNITED STATES POSTAL SERVICE	4.70	466607	
			4.70**
PARKS & RECREATION			
ENTERGY	1,186.01	466534	
CASH ADVANCE ACCOUNT	2,665.00	466547	
AT&T	29.74	466573	
			3,880.75**
GENERAL FUND			
JEFFERSON CTY. TAX DEPARTMENT	3,284,844.17	466544	
JEFFERSON CTY. DISTRICT CLERK	8.00	466546	
JEFFERSON CTY CHILD WELFARE BOARD	651.95	466659	
			3,285,504.12*
TAX OFFICE			

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	1,161.44	466556	
AT&T	111.24	466573	
UNITED STATES POSTAL SERVICE	1,855.16	466607	
ATTABOY TERMITE & PEST CONTROL	41.00	466664	
			3,168.84*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	1.24	466607	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	308.00	466714	
			309.24*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	8.99	466607	
			8.99*
COUNTY CLERK			
OFFICE DEPOT	147.73	466556	
UNITED STATES POSTAL SERVICE	241.94	466607	
ICRM	200.00	466643	
			589.67*
COUNTY JUDGE			
FED EX	60.92	466526	
UNITED STATES POSTAL SERVICE	1.45	466607	
J.T. HAYNES	500.00	466639	
JEFF R BRANICK	740.31	466644	
FRANCES BLAIR BETHEA	500.00	466667	
JOSHUA C HEINZ	500.00	466684	
JAN GIROUARD & ASSOCIATES LLC	200.00	466712	
			2,502.68*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	.50	466607	
			.50*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	252.31	466607	
			252.31*
PRINTING DEPARTMENT			
OLMSTED-KIRK PAPER	15.83	466557	
			15.83*
PURCHASING DEPARTMENT			
BEAUMONT ENTERPRISE	502.40	466524	
FED EX	71.94	466526	
UNITED STATES POSTAL SERVICE	2.39	466607	
JEFFERSON COUNTY CREDIT CARDS	489.00	466672	
			1,065.73*
GENERAL SERVICES			
B&L MAIL PRESORT SERVICE	1,440.01	466505	
JEFFERSON CTY. APPRAISAL DISTRICT	218,422.75	466545	
CASH ADVANCE ACCOUNT	85.00	466547	
TIME WARNER COMMUNICATIONS	2,442.76	466576	
TEXAS WILDLIFE DAMAGE MGMT FUND	2,700.00	466580	
TRIANGLE COMPUTER & TELEPHONE	25.00	466585	
ADVANCED STAFFING	58.50	466594	
MOTOROLA SOLUTIONS INC	241,776.40	466597	
WALMART COMMUNITY BRC	243.52	466605	
JEFFERSON COUNTY CREDIT CARDS	175.41	466672	
SAM'S CLUB DIRECT	125.40	466685	
			467,494.75*
DATA PROCESSING			
SOUTHERN COMPUTER WAREHOUSE	365.19	466501	
DELL MARKETING L.P.	355.32	466519	
OFFICE DEPOT	62.50	466556	
SHI GOVERNMENT SOLUTIONS, INC.	624.59	466615	
MICHAEL BAIN	324.22	466650	
JEFFERSON COUNTY CREDIT CARDS	250.70	466672	
			1,982.52*
VOTERS REGISTRATION DEPT			

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	203.80	466556	
UNITED STATES POSTAL SERVICE	209.62	466607	
AMG PRINTING & MAILING LLC	9,387.77	466721	
			9,801.19*
ELECTIONS DEPARTMENT			
HART INTER CIVIC	66,764.00	466540	
UNITED STATES POSTAL SERVICE	16.45	466607	
			66,780.45*
DISTRICT ATTORNEY			
WALMART COMMUNITY BRC	40.68	466604	
UNITED STATES POSTAL SERVICE	144.39	466607	
			185.07*
DISTRICT CLERK			
OFFICE DEPOT	198.27	466556	
UNITED STATES POSTAL SERVICE	221.49	466607	
COASTAL BUSINESS FORMS	4,620.00	466690	
			5,039.76*
CRIMINAL DISTRICT COURT			
OFFICE DEPOT	153.99	466556	
UNITED STATES POSTAL SERVICE	15.56	466607	
LAURIE PEROZZO	800.00	466665	
WILLIAM MARCUS WILKERSON	2,122.50	466687	
STEVEN GREENE	2,322.55	466692	
			5,414.60*
58TH DISTRICT COURT			
SOUTHEAST TEXAS WATER	29.95	466571	
LEXIS-NEXIS	76.00	466608	
			105.95*
172ND DISTRICT COURT			
LEXIS-NEXIS	76.00	466611	
NCRA MEMBERSHIP RENEWAL	300.00	466676	
			376.00*
252ND DISTRICT COURT			
OFFICE DEPOT	111.62	466556	
UNITED STATES POSTAL SERVICE	100.39	466607	
SUMMER TANNER	1,241.60	466645	
JAMES R. MAKIN, P.C.	2,737.50	466674	
			4,191.11*
279TH DISTRICT COURT			
PHILLIP DOWDEN	200.00	466500	
ANITA F. PROVO	850.00	466559	
NATHAN REYNOLDS, JR.	200.00	466561	
LEXIS-NEXIS	76.00	466610	
JOEL WEBB VAZQUEZ	300.00	466631	
KIMBERLY PHELAN, P.C.	100.00	466638	
TONYA CONNELL TOUPS	100.00	466653	
ALICIA K HALL	200.00	466679	
BRITTANIE HOLMES	200.00	466686	
WILLIAM FORD DISHMAN	400.00	466693	
TARA SHELANDER	200.00	466700	
LAW OFFICE OF J SCOTT FREDERICK	100.00	466706	
GORDON D FRIESZ	100.00	466710	
			3,026.00*
317TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	4.50	466607	
			4.50*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	48.32	466607	
LEXISNEXIS- ACCURINT	93.73	466666	
			142.05*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	4.25	466607	

NAME	AMOUNT	CHECK NO.	TOTAL
LEXISNEXIS- ACCURINT	93.72	466666	
			97.97*
JUSTICE COURT-PCT 2			
SOUTHERN COMPUTER WAREHOUSE	273.58	466501	
			273.58*
JUSTICE COURT-PCT 4			
OFFICE DEPOT	89.16	466556	
			89.16*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	49.25	466607	
SIERRA SPRING WATER CO. - BT	29.01	466613	
LEXISNEXIS- ACCURINT	93.73	466666	
			171.99*
JUSTICE COURT-PCT 7			
LEXISNEXIS- ACCURINT	93.73	466666	
			93.73*
JUSTICE OF PEACE PCT. 8			
LEXISNEXIS- ACCURINT	93.73	466666	
			93.73*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	.41	466607	
LEXIS-NEXIS	76.00	466609	
JEFFERSON COUNTY CREDIT CARDS	14.49	466672	
			61.92*
COUNTY COURT AT LAW NO. 2			
DONALD W. DUESLER & ASSOC.	250.00	466520	
EDWARD B. GRIPON, M.D., P.A.	595.00	466531	
CHARLES ROJAS	250.00	466599	
UNITED STATES POSTAL SERVICE	3.80	466607	
LAURIE PEROZZO	250.00	466665	
			1,348.80*
COUNTY COURT AT LAW NO. 3			
DONALD BOUDREAUX	500.00	466509	
EDWARD B. GRIPON, M.D., P.A.	595.00	466531	
TEXAS COURT REPORTERS ASSOCIATION	165.00	466581	
TEXAS COURT REPORTERS ASSOCIATION	285.00	466582	
BRANDI SEWELL	204.76	466595	
CHARLES ROJAS	250.00	466599	
UNITED STATES POSTAL SERVICE	7.09	466607	
LAURIE PEROZZO	250.00	466665	
MATUSKA LAW FIRM	550.00	466696	
JARED GILTHORPE	250.00	466701	
THE SAMUEL FIRM, PLLC	250.00	466739	
			3,306.85*
COURT MASTER			
DONALD J. FLOYD	626.98	466528	
			626.98*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	2.88	466607	
			2.88*
SHERIFF'S DEPARTMENT			
FED EX	40.50	466526	
ENTERGY	655.54	466534	
CASH ADVANCE ACCOUNT	2,214.84	466547	
AT&T	34.48	466573	
UNITED STATES POSTAL SERVICE	1,485.42	466607	
FIVE STAR FEED	147.75	466628	
JEFFERSON COUNTY CREDIT CARDS	166.18	466672	
SILSBEE FORD INC	54,190.10	466694	
TRANSUNION RISK AND ALTERNATIVE	575.00	466704	
GALLS LLC	1,916.79	466709	
REPUBLIC SERVICES	45.00	466711	

NAME	AMOUNT	CHECK NO.	TOTAL
WHITAKER BROTHERS BUSINESS MACHINES	140.68	466716	
TEXAS FORENSIC ASSOCIATES	345.00	466719	
THE MONOGRAM SHOP	327.00	466720	
			62,284.28*
CRIME LABORATORY			
AGILENT TECHNOLOGIES	195.00	466498	
FED EX	69.69	466526	
FISHER SCIENTIFIC	144.90	466527	
SOUTHEAST TEXAS WATER	79.90	466571	
ULINE SHIPPING SUPPLY SPECIALI	246.38	466587	
CAYMAN CHEMICAL COMPANY	286.00	466668	
JEFFERSON COUNTY CREDIT CARDS	80.94	466672	
EPPENDORF NORTH AMERICA INC	479.38	466682	
			1,582.19*
JAIL - NO. 2			
BOB BARKER CO., INC.	888.00	466506	
COBURN SUPPLY COMPANY INC	82.12	466515	
ECOLAB	569.90	466521	
ENTERGY	14.02	466534	
ENTERGY	64.39	466535	
HERNANDEZ OFFICE SUPPLY, INC.	1,272.43	466541	
HYDRO-CLEAN SERVICES, INC.	1,610.00	466542	
M&D SUPPLY	13.16	466550	
OFFICE DEPOT	689.95	466556	
SANITARY SUPPLY, INC.	1,514.28	466565	
SCOOTER'S LAWNMOWERS	93.19	466566	
SHERWIN-WILLIAMS	1,973.58	466569	
TRIANGLE COMPUTER & TELEPHONE	190.00	466585	
WHOLESALE ELECTRIC SUPPLY CO.	29.41	466590	
UNITED COMMUNICATIONS, INC.	1,221.00	466600	
LOWE'S HOME CENTERS, INC.	438.06	466620	
ULTRA-CHEM, INC.	2,105.45	466622	
ICS	1,124.50	466652	
ORALINE INC	3,025.00	466670	
SAM'S CLUB DIRECT	61.56	466685	
SAFETY SOURCE APPAREL	410.00	466689	
24 HR SAFETY LLC	304.80	466699	
GALLS LLC	2,667.89	466709	
REPUBLIC SERVICES	3,323.43	466711	
THE MONOGRAM SHOP	199.50	466720	
ANTEA GROUP	90.00	466733	
TRINITY SERVICES GROUP INC	60,160.81	466743	
			84,136.43*
JUVENILE PROBATION DEPT.			
WILLIE DAVIS	132.24	466495	
OFFICE DEPOT	125.12	466556	
UNITED STATES POSTAL SERVICE	19.38	466607	
SHANNA CITIZEN	59.16	466621	
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	466705	
			406.90*
JUVENILE DETENTION HOME			
AT&T	698.83	466573	
FLOWERS FOODS	28.28	466629	
BEN E KEITH FOODS	3,098.97	466630	
VANSCHECA SANDERS-CHEVIS	900.00	466646	
A1 FILTER SERVICE COMPANY	183.79	466677	
REPUBLIC SERVICES	704.70	466711	
			5,614.57*
CONSTABLE PCT 1			
FRED PRYOR SEMINARS & CAREER TRACK	249.00	466560	
SAM HOUSTON STATE UNIVERSITY	225.00	466564	
UNITED STATES POSTAL SERVICE	85.52	466607	
LEXISNEXIS- ACCURINT	93.73	466666	
GALLS LLC	273.99	466709	
			927.24*
CONSTABLE-PCT 2			
LEXISNEXIS- ACCURINT	93.73	466666	
			93.73*
CONSTABLE-PCT 4			

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	140.93	466556	
TEXAS STATE UNIVERSITY SAN MARS	315.00	466572	
THE PRODUCTIVITY CENTER	162.00	466614	
			617.93*
CONSTABLE-PCT 6			
FAST SIGNS, INC.	1,100.00	466525	
UNITED STATES POSTAL SERVICE	11.39	466607	
LEXISNEXIS- ACCURINT	93.73	466666	
			1,205.12*
AGRICULTURE EXTENSION SVC			
DISTRICT 9 AFCS	150.00	466593	
WALMART COMMUNITY BRC	91.90	466604	
UNITED STATES POSTAL SERVICE	40.08	466607	
DAVID OATES	66.12	466713	
			348.10*
HEALTH AND WELFARE NO. 1			
CALVARY MORTUARY	1,500.00	466510	
CLAYBAR FUNERAL HOME, INC.	2,540.00	466513	
COMMUNITY FUNERAL CHAPEL, INC.	1,500.00	466517	
ENTERGY	140.00	466538	
UNITED STATES POSTAL SERVICE	62.37	466607	
LEXISNEXIS- ACCURINT	140.60	466666	
			5,882.97*
HEALTH AND WELFARE NO. 2			
O.W. COLLINS APARTMENTS	78.42	466516	
GABRIEL FUNERAL HOME, INC.	3,000.00	466529	
ENTERGY	140.00	466539	
HEB CREDIT RECEIVABLES DEPT 308	24.72	466657	
LEXISNEXIS- ACCURINT	140.60	466666	
			3,383.74*
NURSE PRACTITIONER			
OFFICE DEPOT	198.82	466556	
			198.82*
CHILD WELFARE UNIT			
BEAUMONT OCCUPATIONAL SERVICE, INC.	114.90	466617	
J.C. PENNEY'S	2,469.55	466618	
SEARS COMMERICAL CREDIT	96.67	466619	
ROSS DRESS FOR LESS, INC.	6,810.40	466642	
FATIMA ZAVALA	20.00	466697	
TYRE A WELLS	20.00	466698	
TYTIANNA WELLS SIGARST	20.00	466702	
LARRY DOYLE JR	20.00	466717	
JOHNATHAN ROBINSON	20.00	466718	
STACY VELASQUEZ	20.00	466723	
ETHAN WILTURNER	20.00	466724	
DAYSI VELASQUEZ	20.00	466725	
ASHTON EMERSON	20.00	466726	
KAITLIN VAZQUES	20.00	466729	
CHRISTIAN O'TOOLE	20.00	466730	
ROBIN JOHNSON	20.00	466731	
TIMOTHY JOHNSON	20.00	466735	
ADELAIDA COLEMAN	20.00	466737	
ROBERT DURMAN FC	20.00	466741	
ABBY BARTLETT FC	20.00	466742	
JAYLEN SELLS FC	20.00	466747	
MADISON ALFARO FC	20.00	466748	
JOHN SELLS FC	20.00	466752	
			9,871.52*
ENVIRONMENTAL CONTROL			
TEXAS FLOODPLAIN MGMT. ASSN.	50.00	466583	
TEXAS COMMISSION ON ENVIRONMENTAL	111.00	466626	
			161.00*
INDIGENT MEDICAL SERVICES			
LOCAL GOVERNMENT SOLUTIONS LP	3,773.00	466654	
KING'S PHARMACY BEAUMONT	2,164.78	466678	
			5,937.78*
EMERGENCY MANAGEMENT			

NAME	AMOUNT	CHECK NO.	TOTAL
VERIZON WIRELESS	150.00	466602	
			150.00*
MAINTENANCE-BEAUMONT			
JOHNSTONE SUPPLY	17.46	466497	
CONSOLIDATED ELECTRICAL DIST INC.	55.24	466518	
ECOLAB	209.95	466521	
JOHNSON SUPPLY	112.68	466549	
OFFICE DEPOT	289.39	466556	
RALPH'S INDUSTRIAL ELECTRONICS	670.98	466563	
ACE IMAGEWEAR	208.41	466568	
S.E. TEXAS BUILDING SERVICE	25,381.80	466570	
AT&T	1,072.77	466573	
WORTH HYDROCHEM	265.00	466591	
UNITED RENTALS	206.43	466635	
REPUBLIC SERVICES	2,114.10	466711	
			30,604.21*
MAINTENANCE-PORT ARTHUR			
ENTERGY	3,594.54	466534	
S.E. TEXAS BUILDING SERVICE	8,774.98	466570	
WALMART COMMUNITY BRC	47.60	466604	
LOWE'S HOME CENTERS, INC.	101.69	466620	
PARKER LUMBER	343.30	466669	
JEFFERSON COUNTY CREDIT CARDS	420.97	466672	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	52.95	466707	
ALL TERRAIN EQUIPMENT CO	183.45	466722	
THE HOME DEPOT PRO	722.40	466740	
			14,241.88*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND	29.28	466512	
ENTERGY	1,926.40	466534	
JIFFY TROPHIES	34.00	466548	
ACE IMAGEWEAR	86.45	466568	
AT&T	719.25	466573	
TIME WARNER COMMUNICATIONS	47.00	466579	
W. JEFFERSON COUNTY M.W.D.	27.14	466589	
BUBBA'S AIR CONDITIONING	345.00	466592	
REPUBLIC SERVICES	92.10	466711	
			3,306.62*
SERVICE CENTER			
SPIDLE & SPIDLE	13,702.60	466496	
COASTAL WELDING SUPPLY	265.15	466514	
ENERGY COUNTRY	2,167.51	466523	
J.K. CHEVROLET CO.	3,382.16	466543	
THE MUFFLER SHOP	70.00	466553	
PHILPOTT MOTORS, INC.	138.28	466558	
VIN'S PAINT & BODY, INC.	443.65	466596	
VOYAGER FLEET SYSTEM, INC.	25,268.59	466627	
BUMPER TO BUMPER	352.49	466632	
ROBERT'S TEXACO XPRESS LUBE	49.00	466661	
AMERICAN TIRE DISTRIBUTORS	1,020.74	466662	
JEFFERSON COUNTY CREDIT CARDS	662.44	466672	
MIGHTY OF SOUTHEAST TEXAS	212.77	466675	
REPUBLIC SERVICES	122.69	466711	
			47,858.07*
VETERANS SERVICE			
CASH ADVANCE ACCOUNT	834.70	466547	
OFFICE DEPOT	188.80	466556	
UNITED STATES POSTAL SERVICE	14.10	466607	
HILARY GUEST	106.60	466623	
			1,144.20*
			4,144,055.09**
MOSQUITO CONTROL FUND			
CITY OF NEDERLAND	74.80	466512	
W.W. GRAINGER, INC.	1,819.94	466530	
ENTERGY	567.14	466534	
MUNRO'S	41.48	466554	
OFFICE DEPOT	336.88	466556	

NAME	AMOUNT	CHECK NO.	TOTAL
AT&T	33.08	466573	
TIME WARNER COMMUNICATIONS	99.06	466578	
REPUBLIC SERVICES	122.69	466711	
VACUUM CITY & UNIQUE GIFTS	30.95	466728	
			3,126.02**
FEMA EMERGENCY			
DRC EMERGENCY SERVICES, LLC	11,899.18	466637	
LD CONSTRUCTION	9,392.37	466663	
REPUBLIC SERVICES	1,900.00	466711	
GULF COAST	125.20	466744	
GULF COAST	130.15	466745	
			23,446.90**
LATERAL ROADS- PRECINCT 4			
GULF COAST	83.60	466744	
			83.60**
BREATH ALCOHOL TESTING			
DPS REPROGRAPHICS & DISTRIBUTION	92.00	466683	
			92.00**
SECURITY FEE FUND			
GALLS LLC	84.10	466709	
			84.10**
LAW LIBRARY FUND			
LEXIS-NEXIS	401.00	466608	
			401.00**
EMPG GRANT			
SOUTHEAST TEXAS WATER	49.70	466571	
VERIZON WIRELESS	169.40	466602	
JEFFERSON COUNTY CREDIT CARDS	764.41	466672	
			983.51**
JUVENILE PROB & DET. FUND			
VERIZON WIRELESS	64.73	466601	
VICTORIA COUNTY JUVENILE SERVICES	5,930.70	466658	
			5,995.43**
GRANT A STATE AID			
VICTORIA COUNTY JUVENILE SERVICES	265.80	466658	
			265.80**
COMMUNITY SUPERVISION FND			
OFFICE DEPOT	641.69	466556	
TIME WARNER COMMUNICATIONS	107.82	466577	
UNITED STATES POSTAL SERVICE	56.73	466607	
LOCAL GOVERNMENT SOLUTIONS LP	6,965.00	466654	
JEFFERSON COUNTY CREDIT CARDS	149.00	466672	
JCCSC	362.00	466673	
			8,282.24**
JEFF. CO. WOMEN'S CENTER			
M&D SUPPLY	108.64	466550	
MARKET BASKET	102.76	466551	
KIM MCKINNEY, LPC, LMFT	75.00	466552	
SYSCO FOOD SERVICES, INC.	1,287.75	466574	
TIME WARNER COMMUNICATIONS	42.12	466575	
TOWER COMMUNICATIONS, INC.	60.00	466603	
BEN E KEITH FOODS	2,581.50	466630	
REDWOOD TOXICOLOGY LABORATORY	2,041.75	466649	
SAM'S CLUB DIRECT	186.20	466685	
REPUBLIC SERVICES	150.26	466711	
			6,635.98**
COMMUNITY CORRECTIONS PRG			
JEFFERSON COUNTY CREDIT CARDS	149.00	466672	
			149.00**
LAW OFFICER TRAINING GRT			
INLAND TECHNOLOGY INCORPORATED	3,111.24	466656	

NAME	AMOUNT	CHECK NO.	TOTAL
JEFFERSON COUNTY CREDIT CARDS	554.90	466672	
			3,666.14**
COUNTY RECORDS MANAGEMENT			
VISTA SOLUTIONS GROUP, LP	14,416.89	466624	
BRUCE HAMILTON	708.86	466625	
			15,125.75**
DEPUTY SHERIFF EDUCATION			
CASH ADVANCE ACCOUNT	914.78	466547	
			914.78**
HOTEL OCCUPANCY TAX FUND			
N&T CONSTRUCTION COMPANY, INC.	27,952.78	466494	
MUNRO'S	70.18	466554	
AT&T	188.93	466573	
DISH NETWORK	123.58	466648	
JESSIE DAVIS	121.80	466660	
REPUBLIC SERVICES	122.69	466711	
VICTORIA RHODES	88.74	466746	
			28,668.70**
COUNTY CLERK ELECTION CON			
HART INTER CIVIC	2,598.00	466540	
			2,598.00**
FIRING RANGE			
TRS RANGE SERVICES LLC	23,000.00	466751	
			23,000.00**
CAPITAL PROJECTS FUND			
THE LABICHE ARCHITECTURAL GROUP	5,060.50	466503	
			5,060.50**
AIRPORT FUND			
FJORD AVIATION FUELING	367.66	466499	
EASTEX RUBBER & GASKET	28.24	466522	
ENTERGY	10,576.34	466537	
MUNRO'S	3,521.76	466554	
RALPH'S INDUSTRIAL ELECTRONICS	33.00	466563	
MCKESSON MEDICAL-SURGICAL INC	211.91	466598	
UNITED STATES POSTAL SERVICE	3.30	466607	
LOWE'S HOME CENTERS, INC.	425.71	466620	
MUNICIPAL EMERGENCY SERVICES	68,310.23	466636	
DISH NETWORK	103.08	466647	
JEFFERSON COUNTY CREDIT CARDS	294.00	466672	
CRAWFORD ELECTRIC SUPPLY COMPANY	294.42	466688	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	168.23	466695	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	101.75	466707	
GALLS LLC	31.00	466709	
REPUBLIC SERVICES	440.67	466711	
TITAN AVIATION FUELS	72,404.89	466736	
			157,316.19**
AIRPORT IMPROVE. GRANTS			
ARCENEAUX WILSON & COLE LLC	10,489.12	466703	
			10,489.12**
SE TX EMP. BENEFIT POOL			
EXPRESS SCRIPTS INC	129,862.73	466727	
UNITED HEALTHCARE SERVICES INC	79,608.00	466750	
			209,470.73**
SETEC FUND			
INDUSTRIAL & COMMERCIAL MECHANICAL	1,652.00	466681	
REPUBLIC SERVICES	1,460.00	466711	
			3,112.00**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	3,472.88	466633	
TRISTAR RISK MANAGEMENT	6,794.03	466634	
			10,266.91**
SHERIFF'S FORFEITURE FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
WALMART COMMUNITY BRC	271.79	466604	
SILSBEE FORD INC	943.78	466694	
M&R FLEET SERVICES, INC.	2,019.93	466734	
BOEING DIGITAL SOLUTIONS, INC	1,594.00	466749	
			4,829.50**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	13,460.00	466470	
CLEAT	306.00	466471	
JEFFERSON CTY. TREASURER	14,978.09	466472	
RON STADTMUELLER - CHAPTER 13	339.81	466473	
INTERNAL REVENUE SERVICE	208.00	466474	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	4,100.00	466475	
JEFFERSON CTY. COMMUNITY SUP.	8,657.23	466476	
JEFFERSON CTY. TREASURER - HEALTH	527,987.09	466477	
JEFFERSON CTY. TREASURER - GENERAL	10.00	466478	
JEFFERSON CTY. TREASURER - PAYROLL	1,955,733.76	466479	
JEFFERSON CTY. TREASURER - PAYROLL	703,102.33	466480	
MONY LIFE INSURANCE OF AMERICA	87.12	466481	
POLICE & FIRE FIGHTERS' ASSOCIATION	1,990.56	466482	
US DEPARTMENT OF EDUCATION	661.83	466483	
JEFFERSON CTY. TREASURER - TCDRS	741,889.26	466484	
JEFFERSON COUNTY TREASURER	2,733.94	466485	
JEFFERSON COUNTY - TREASURER -	6,910.48	466486	
NECHES FEDERAL CREDIT UNION	40,366.60	466487	
JEFFERSON COUNTY - NATIONWIDE	60,628.43	466488	
FMS DMS PIONEER	324.22	466489	
JOHN TALTON	715.38	466490	
BELINDA M ZURITA	230.77	466491	
INVESCO INVESTMENT SERVICES, INC	1,519.99	466492	
TRELLIS COMPANY	763.28	466493	
			4,087,704.17**
APPELLATE JUDICIAL SYSTEM			
9TH COURT OF APPEALS	1,655.00	466655	
			1,655.00**
MARINE DIVISION			
AVIALL	511.31	466504	
ENTERGY	654.21	466534	
			1,165.52**
SHERIFF - COMMISSARY			
SAM'S CLUB DIRECT	480.80	466685	
			480.80**
FY 2017 PORT SECURITY GRT			
MOTOROLA SOLUTIONS INC	781,449.00	466597	
			781,449.00**
			9,558,297.03***

Resolution

STATE OF TEXAS § COMMISSIONERS' COURT
§
COUNTY OF JEFFERSON § OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED that at a _____ meeting of the Commissioners' Court of Jefferson County, Texas, held on the 16th day of December, 2019, on motion made by Michael S. Sinegal, Commissioner of Precinct No. 3, and seconded by Eddie Arnold, Commissioner of Precinct No. 1, the following Resolution was adopted:

WHEREAS, the Jefferson County Commissioners' Court finds that immediate action is required during times of an emergency; and

WHEREAS, the Jefferson County Commissioners' Court recognizes that the County Judge did sign a Disaster Declaration for Jefferson County on September 19, 2019; and

WHEREAS, the Jefferson County Commissioners' Court recognizes that this Disaster Declaration must be renewed pursuant to Section 418.108 (b), Government Code; and

WHEREAS, the Jefferson County Commissioners' Court recognizes that Jefferson County remains in a state of disaster as a result of the devastation created by Tropical Storm Imelda and that the renewal of this Declaration of Disaster is necessary for the protection of life and property in Jefferson County;

NOW THEREFORE, BE IT RESOLVED that Commissioners' Court of Jefferson County, Texas, does hereby approve the renewal and extension of the Disaster Declaration entered on September 19, 2019.

SIGNED this 16th day of December, 2019.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

ABSENT
COMMISSIONER BRENT A. WEAVER
Precinct No. 2

ABSENT
COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

AGENDA ITEM **December 17, 2019**

Receive and file Certificate of Completion for Jefferson County Precinct 2 Commissioner Brent Weaver has successful completed the continuing education provisions of Article 81.0025 of the Texas Local Government Code.

COUNTY JUDGES AND COMMISSIONERS ASSOCIATION OF TEXAS

County Commissioner Continuing Education Transcript

Reporting Period: 1/1/2019 - 12/31/2019

Hon. Brent Weaver
Commissioner
Jefferson County
7759 Viterbo Rd Ste 1
Beaumont, TX 77705-9297
Phone: (409) 727-2173
Fax: (409) 722-1916

ID:
230920
Term:
1/1/2018 - 12/31/2019

Date	Description	Earned Hours
1/1/2019	Excess hours carried from 2018	8.00
1/11/2019	Urban Counties Education & Policy Conference	8.00
9/6/2019	2019 Legislative Conference	7.50
10/10/2019	97th Annual County Judges and Commissioners Conference	7.00

Total Hours Earned: 30.50

You have met your 2019 Commissioner Statutory Continuing Education requirement. You will carry forward 8.00 hours to the next reporting period.

See Statute: Section 81.0025 Continuing Education, Local Government Code

Because continuing education sponsors are not required by law to report attendance to the Association, this transcript may not be a complete list of continuing education hours earned by the commissioner for this calendar year.

Print Date: 12/10/2019

If this report does not agree with your records, please call Administrative Assistant at (512) 482-0701 or (800) 733-0699 or cjca@allison-bass.com

Resolution

STATE OF TEXAS § COMMISSIONERS' COURT
§
COUNTY OF JEFFERSON § OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 16 day of December, 2019, on motion made by Michael Sinegal, Commissioner of Precinct No. 3, and seconded by Eddie Arnold, Commissioner of Precinct No. 1, the following RESOLUTION was adopted:

WHEREAS, *PAUL HELEGDA*, beginning as a Programmer/Analyst in the then Data Processing department, has dedicated 31 years and 7 months of his life to the service of Jefferson County and it's citizens ; and

WHEREAS, *PAUL HELEGDA,* proved himself to be a major asset towards the implementation and day to day operations of information systems throughout the county; and

WHEREAS, *PAUL HELEGDA,* has shown the dedication and resolve required to advance from Programmer/Analyst to Assistant Director and then to Director of the now Management Information Systems department; and

WHEREAS, *PAUL HELEGDA,* has always proven himself to be a dependable, successful, trusted employee and mentor, who through hard work and commitment to excellence, has earned the respect of his colleagues and the citizens of Jefferson County; and

WHEREAS, having made a significant contribution to the Jefferson County MIS Department ***PAUL HELEGDA***, is recognized for his unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by his friends and co-workers.

NOW, THEREFORE, BE IT RESOLVED that the Commissioner's Court of Jefferson County, Texas does hereby honor and commend ***PAUL HELEGDA,*** for his dedicated service as an employee of Jefferson County, congratulate him on his retirement and wish him well in all his future endeavors.

SIGNED this 16 day of December, 2019.

Judge Jeff R. Branick
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

ABSENT
COMMISSIONER BRENT A. WEAVER
Precinct No. 2

ABSENT
COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Resolution

STATE OF TEXAS § COMMISSIONERS COURT
§
COUNTY OF JEFFERSON § OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 17TH day of DECEMBER, 2019, on motion made by Michael Sinegal Commissioner of Precinct No. 3, and seconded by Eddie Arnold, Commissioner of Precinct No. 1, the following RESOLUTION was adopted:

WHEREAS, *MARY STAGG*, has devoted 32 years of her life serving the people of Jefferson County with pride and professionalism; AND

WHEREAS, *MARY STAGG,* has dedicated her talents and services as a Receptionist at the Jefferson County Public Health Department; AND

WHEREAS, *MARY STAGG,* has pledged her services to those persons who are in need of medical and financial assistance in Jefferson County; AND

WHEREAS, *MARY STAGG,* is highly respected by the various community resource agencies in Jefferson County; AND

WHEREAS, through hard work and commitment to excellence, ***MARY STAGG*** has earned the respect of her colleagues and the citizens of Jefferson County; AND

WHEREAS, having made a significant contribution to the Jefferson County Public Health Department ***MARY STAGG***, is recognized for her unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by her friends and co-workers;

NOW, THEREFORE, BE IT RESOLVED that the Commissioner's Court of Jefferson County, Texas in a regular meeting duly convened and acting in its capacity as the governing body of Jefferson County, does hereby honor and commend ***MARY STAGG*** for her dedicated service as an employee of Jefferson County and wishes her well in her retirement.

SIGNED this 16 day of December, 2019.

Judge Jeff R. Branick
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

ABSENT
COMMISSIONER BRENT A. WEAVER
Precinct No. 2

ABSENT
COMMISSIONER EVERETTE D.ALFRED
Precinct No. 4

This Endorsement effective 12/01/2019
forms part of Policy Number AAC N1075883A 001
Issued to Jefferson County
By ACE Property and Casualty Insurance Company

ADDITION OF AIRCRAFT ENDORSEMENT
(For use with Aircraft Policy AC 102 11-98)

In consideration of an additional premium of $ 14,449.00 , it is agreed that the following Aircraft is added for insurance under this policy:

DESCRIPTION OF AIRCRAFT, HULL COVERAGES AND HULL DEDUCTIBLES:

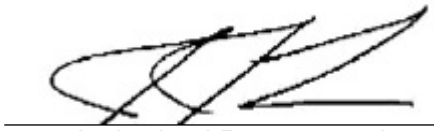
Description of Aircraft insured for liability coverages in Item 8 of the Declarations, hull coverages under this Item 9. The Named Insured affirms that each of the Aircraft described in this policy is licensed under a "standard" Airworthiness Certificate as defined by the F.A.A.

DESCRIPTION OF AIRCRAFT
Type Codes are: A = Amphibian L = Landplane R = Rotorcraft S = Seaplane

F.A.A. Cert. No.	Make and Model	Type Code	Year Built	Engine and Horse Power	Total Seats Including Crew
N601SD	Mitsubishi MU-2	R	1973		8

HULL COVERAGES, AMOUNT OF INSURANCE, DEDUCTIBLES AND PREMIUMS
Deductibles shall apply to each claim. Ingestion deductibles apply to each claim each engine. In the event of a claim involving both the In Motion and Ingestion deductibles, only the higher of the two deductibles shall apply.

F.A.A. Cert. No.	Hull Coverage	Amount of Insurance	Not in Motion Deductible	In Motion Or Moored Deductible	Ingestion Deductible	Hull Premiums
N601SD	$ 600,000	$ 1,000,000	$ Not Applicable	$ Not Applicable	$ Not Applicable	$ Not Applicable



Authorized Representative

Endorsement No. 014

U. S. Department of Justice
United States Marshals Service

Modification of Intergovernmental Agreement

1. Agreement No.	2. Effective Date	3. Facility Code(s)	4. Modification No.	5. DUNS No.
78-01-0077	2-1-2020	6DH	13	010807-535

6. Issuing Federal Agency	7. Local Government
United States Marshals Service Prisoner Operations Division Intergovernmental Agreements Branch CG-3, Suite 3000 Washington, DC 20530-0001	Jefferson County Jail 1001 Pearl Street Beaumont, Texas 77701

8. Appropriation Data	9. *Per-Diem* Rate	10. Guard/Transportation Hourly Rate
15X1020	$83.40	$27.75

11. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 1, REMAIN UNCHANGED.

The purpose of this modification is to incorporate Department of Labor Wage Determination 2015-5218 Revision 13, dated 9/16/2019 into the current Intergovernmental Agreement.
This wage determination covers the period of 2/1/2020 – 1/31/2021.

In accordance with FAR PART 52.222.43 (f), Jefferson County Jail must notify the contracting officer of any increase or decrease in applicable wages and fringe benefits claimed under this clause within 30 days after receiving a new wage determination, unless the notification period is extended in writing by the contracting officer. The county shall promptly notify the contracting officer of any decrease under this clause, but nothing in this clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract) claimed and any relevant supporting data that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date."

NO OTHER TERMS OR CONDITIONS, TO INCLUDE PRICE, ARE AFFECTED BY THIS CHANGE

12. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICTION:

A.	B.
☐ LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT	☒ LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ALL COPIES TO U. S. MARSHAL

13. APPROVALS

A. LOCAL GOVERNMENT	B. FEDERAL GOVERNMENT
_____ *Signature*	Aisha Osburn *Signature*
_____ TITLE _____ DATE	Grants Specialist TITLE 11-29-2019 DATE

"REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
| WASHINGTON D.C. 20210
|
|
|
| Wage Determination No.: 2015-5218
Daniel W. Simms Division of | Revision No.: 13
Director Wage Determinations | Date Of Last Revision: 09/16/2019

Note: Under Executive Order (EO) 13658 an hourly minimum wage of $10.60 for calendar year 2019 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least $10.60 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2019. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Texas

Area: Texas Counties of Hardin Jefferson Orange

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.00
01012 - Accounting Clerk II		16.84
01013 - Accounting Clerk III		24.22
01020 - Administrative Assistant		23.98
01035 - Court Reporter		27.82
01041 - Customer Service Representative I		11.25
01042 - Customer Service Representative II		12.64
01043 - Customer Service Representative III		13.79
01051 - Data Entry Operator I		13.48
01052 - Data Entry Operator II		15.44
01060 - Dispatcher Motor Vehicle		19.43
01070 - Document Preparation Clerk		13.51
01090 - Duplicating Machine Operator		13.51
01111 - General Clerk I		13.14
01112 - General Clerk II		14.33
01113 - General Clerk III		16.09
01120 - Housing Referral Assistant		18.73
01141 - Messenger Courier		12.24
01191 - Order Clerk I		14.93
01192 - Order Clerk II		16.29
01261 - Personnel Assistant (Employment) I		14.89
01262 - Personnel Assistant (Employment) II		17.18
01263 - Personnel Assistant (Employment) III		20.01
01270 - Production Control Clerk		25.74
01290 - Rental Clerk		13.70
01300 - Scheduler Maintenance		15.01
01311 - Secretary I		15.01
01312 - Secretary II		16.79
01313 - Secretary III		18.73
01320 - Service Order Dispatcher		16.68
01410 - Supply Technician		23.98
01420 - Survey Worker		14.73

01460 - Switchboard Operator/Receptionist	12.08
01531 - Travel Clerk I	14.00
01532 - Travel Clerk II	15.12
01533 - Travel Clerk III	16.16
01611 - Word Processor I	13.37
01612 - Word Processor II	15.01
01613 - Word Processor III	18.63
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	22.83
05010 - Automotive Electrician	21.80
05040 - Automotive Glass Installer	20.84
05070 - Automotive Worker	20.84
05110 - Mobile Equipment Servicer	17.59
05130 - Motor Equipment Metal Mechanic	22.83
05160 - Motor Equipment Metal Worker	20.84
05190 - Motor Vehicle Mechanic	22.71
05220 - Motor Vehicle Mechanic Helper	16.86
05250 - Motor Vehicle Upholstery Worker	20.51
05280 - Motor Vehicle Wrecker	20.84
05310 - Painter Automotive	21.60
05340 - Radiator Repair Specialist	20.84
05370 - Tire Repairer	16.09
05400 - Transmission Repair Specialist	22.83
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.26
07041 - Cook I	9.95
07042 - Cook II	11.64
07070 - Dishwasher	9.38
07130 - Food Service Worker	9.85
07210 - Meat Cutter	14.45
07260 - Waiter/Waitress	9.02
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	21.18
09040 - Furniture Handler	13.33
09080 - Furniture Refinisher	21.18
09090 - Furniture Refinisher Helper	16.34
09110 - Furniture Repairer Minor	19.23

09130 - Upholsterer	21.18
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	11.04
11060 - Elevator Operator	11.04
11090 - Gardener	15.66
11122 - Housekeeping Aide	11.40
11150 - Janitor	11.40
11210 - Laborer Grounds Maintenance	11.54
11240 - Maid or Houseman	9.33
11260 - Pruner	10.28
11270 - Tractor Operator	14.24
11330 - Trail Maintenance Worker	11.54
11360 - Window Cleaner	12.79
12000 - Health Occupations	
12010 - Ambulance Driver	17.65
12011 - Breath Alcohol Technician	17.74
12012 - Certified Occupational Therapist Assistant	28.66
12015 - Certified Physical Therapist Assistant	34.41
12020 - Dental Assistant	16.83
12025 - Dental Hygienist	32.92
12030 - EKG Technician	26.27
12035 - Electroneurodiagnostic Technologist	26.27
12040 - Emergency Medical Technician	17.65
12071 - Licensed Practical Nurse I	15.86
12072 - Licensed Practical Nurse II	17.74
12073 - Licensed Practical Nurse III	19.78
12100 - Medical Assistant	14.86
12130 - Medical Laboratory Technician	22.51
12160 - Medical Record Clerk	14.67
12190 - Medical Record Technician	16.42
12195 - Medical Transcriptionist	17.45
12210 - Nuclear Medicine Technologist	38.98
12221 - Nursing Assistant I	11.07
12222 - Nursing Assistant II	12.44
12223 - Nursing Assistant III	13.57
12224 - Nursing Assistant IV	15.24
12235 - Optical Dispenser	15.35

12236 - Optical Technician	14.93
12250 - Pharmacy Technician	16.62
12280 - Phlebotomist	15.02
12305 - Radiologic Technologist	24.52
12311 - Registered Nurse I	22.81
12312 - Registered Nurse II	27.91
12313 - Registered Nurse II Specialist	27.91
12314 - Registered Nurse III	33.76
12315 - Registered Nurse III Anesthetist	33.76
12316 - Registered Nurse IV	40.46
12317 - Scheduler (Drug and Alcohol Testing)	21.98
12320 - Substance Abuse Treatment Counselor	18.06
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.41
13012 - Exhibits Specialist II	24.06
13013 - Exhibits Specialist III	28.56
13041 - Illustrator I	20.41
13042 - Illustrator II	24.06
13043 - Illustrator III	28.56
13047 - Librarian	25.85
13050 - Library Aide/Clerk	11.04
13054 - Library Information Technology Systems Administrator	23.34
13058 - Library Technician	14.44
13061 - Media Specialist I	16.85
13062 - Media Specialist II	18.85
13063 - Media Specialist III	21.00
13071 - Photographer I	16.85
13072 - Photographer II	18.85
13073 - Photographer III	23.34
13074 - Photographer IV	28.56
13075 - Photographer V	34.54
13090 - Technical Order Library Clerk	15.26
13110 - Video Teleconference Technician	16.85
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.48
14042 - Computer Operator II	18.07

14043 - Computer Operator III		22.78
14044 - Computer Operator IV		25.50
14045 - Computer Operator V		28.31
14071 - Computer Programmer I	(see 1)	22.16
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.48
14160 - Personal Computer Support Technician		25.50
14170 - System Support Specialist		29.11
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		31.22
15020 - Aircrew Training Devices Instructor (Rated)		37.78
15030 - Air Crew Training Devices Instructor (Pilot)		44.91
15050 - Computer Based Training Specialist / Instructor		31.22
15060 - Educational Technologist		32.76
15070 - Flight Instructor (Pilot)		44.91
15080 - Graphic Artist		19.41
15085 - Maintenance Test Pilot Fixed Jet/Prop		45.29
15086 - Maintenance Test Pilot Rotary Wing		45.29
15088 - Non-Maintenance Test/Co-Pilot		45.29
15090 - Technical Instructor		25.41
15095 - Technical Instructor/Course Developer		31.08
15110 - Test Proctor		20.51
15120 - Tutor		20.51
16000 - Laundry Dry-Cleaning Pressing And Related Occupations		
16010 - Assembler		10.33
16030 - Counter Attendant		10.33
16040 - Dry Cleaner		13.25
16070 - Finisher Flatwork Machine		10.33
16090 - Presser Hand		10.33
16110 - Presser Machine Drycleaning		10.33
16130 - Presser Machine Shirts		10.33
16160 - Presser Machine Wearing Apparel Laundry		10.33

16190 - Sewing Machine Operator	14.01
16220 - Tailor	15.08
16250 - Washer Machine	11.32
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	26.20
19040 - Tool And Die Maker	31.22
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.83
21030 - Material Coordinator	25.74
21040 - Material Expediter	25.74
21050 - Material Handling Laborer	13.58
21071 - Order Filler	12.55
21080 - Production Line Worker (Food Processing)	16.83
21110 - Shipping Packer	15.41
21130 - Shipping/Receiving Clerk	15.41
21140 - Store Worker I	12.22
21150 - Stock Clerk	17.54
21210 - Tools And Parts Attendant	16.83
21410 - Warehouse Specialist	16.83
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	28.74
23019 - Aircraft Logs and Records Technician	22.63
23021 - Aircraft Mechanic I	27.55
23022 - Aircraft Mechanic II	28.74
23023 - Aircraft Mechanic III	29.96
23040 - Aircraft Mechanic Helper	18.94
23050 - Aircraft Painter	26.20
23060 - Aircraft Servicer	22.63
23070 - Aircraft Survival Flight Equipment Technician	26.20
23080 - Aircraft Worker	24.36
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	24.36
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	27.55
23110 - Appliance Mechanic	26.20
23120 - Bicycle Repairer	20.83
23125 - Cable Splicer	32.47

23130 - Carpenter Maintenance	23.36
23140 - Carpet Layer	24.36
23160 - Electrician Maintenance	28.26
23181 - Electronics Technician Maintenance I	30.59
23182 - Electronics Technician Maintenance II	34.02
23183 - Electronics Technician Maintenance III	35.77
23260 - Fabric Worker	22.63
23290 - Fire Alarm System Mechanic	24.40
23310 - Fire Extinguisher Repairer	20.83
23311 - Fuel Distribution System Mechanic	32.47
23312 - Fuel Distribution System Operator	24.58
23370 - General Maintenance Worker	18.40
23380 - Ground Support Equipment Mechanic	27.55
23381 - Ground Support Equipment Servicer	22.63
23382 - Ground Support Equipment Worker	24.36
23391 - Gunsmith I	20.83
23392 - Gunsmith II	24.36
23393 - Gunsmith III	27.55
23410 - Heating Ventilation And Air-Conditioning Mechanic	25.10
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	26.19
23430 - Heavy Equipment Mechanic	24.50
23440 - Heavy Equipment Operator	25.29
23460 - Instrument Mechanic	27.55
23465 - Laboratory/Shelter Mechanic	26.20
23470 - Laborer	13.58
23510 - Locksmith	26.20
23530 - Machinery Maintenance Mechanic	31.99
23550 - Machinist Maintenance	26.58
23580 - Maintenance Trades Helper	15.06
23591 - Metrology Technician I	27.55
23592 - Metrology Technician II	28.74
23593 - Metrology Technician III	29.96
23640 - Millwright	24.90
23710 - Office Appliance Repairer	19.25
23760 - Painter Maintenance	19.25

23790 - Pipefitter Maintenance	28.72
23810 - Plumber Maintenance	27.31
23820 - Pneudraulic Systems Mechanic	27.55
23850 - Rigger	29.88
23870 - Scale Mechanic	24.36
23890 - Sheet-Metal Worker Maintenance	27.80
23910 - Small Engine Mechanic	19.04
23931 - Telecommunications Mechanic I	31.20
23932 - Telecommunications Mechanic II	32.55
23950 - Telephone Lineman	30.64
23960 - Welder Combination Maintenance	26.05
23965 - Well Driller	26.84
23970 - Woodcraft Worker	27.55
23980 - Woodworker	20.83
24000 - Personal Needs Occupations	
24550 - Case Manager	15.52
24570 - Child Care Attendant	10.35
24580 - Child Care Center Clerk	12.93
24610 - Chore Aide	8.95
24620 - Family Readiness And Support Services Coordinator	15.52
24630 - Homemaker	15.52
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.14
25040 - Sewage Plant Operator	19.96
25070 - Stationary Engineer	27.14
25190 - Ventilation Equipment Tender	18.70
25210 - Water Treatment Plant Operator	19.96
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.36
27007 - Baggage Inspector	12.19
27008 - Corrections Officer	21.12
27010 - Court Security Officer	25.10
27030 - Detection Dog Handler	13.94
27040 - Detention Officer	21.12
27070 - Firefighter	29.15
27101 - Guard I	12.19

27102 - Guard II		13.94
27131 - Police Officer I		28.36
27132 - Police Officer II		31.52
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator		12.59
28042 - Carnival Equipment Repairer		13.84
28043 - Carnival Worker		9.06
28210 - Gate Attendant/Gate Tender		15.40
28310 - Lifeguard		11.75
28350 - Park Attendant (Aide)		17.85
28510 - Recreation Aide/Health Facility Attendant		13.43
28515 - Recreation Specialist		20.21
28630 - Sports Official		15.14
28690 - Swimming Pool Operator		16.40
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		27.21
29020 - Hatch Tender		27.21
29030 - Line Handler		27.21
29041 - Stevedore I		25.28
29042 - Stevedore II		29.26
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist Center (HFO)	(see 2)	38.78
30011 - Air Traffic Control Specialist Station (HFO)	(see 2)	26.74
30012 - Air Traffic Control Specialist Terminal (HFO)	(see 2)	29.45
30021 - Archeological Technician I		20.65
30022 - Archeological Technician II		23.11
30023 - Archeological Technician III		28.62
30030 - Cartographic Technician		28.62
30040 - Civil Engineering Technician		24.06
30051 - Cryogenic Technician I		31.70
30052 - Cryogenic Technician II		35.01
30061 - Drafter/CAD Operator I		20.65
30062 - Drafter/CAD Operator II		23.11
30063 - Drafter/CAD Operator III		25.76
30064 - Drafter/CAD Operator IV		31.70
30081 - Engineering Technician I		16.06
30082 - Engineering Technician II		18.03

30083 - Engineering Technician III		20.60
30084 - Engineering Technician IV		25.52
30085 - Engineering Technician V		30.94
30086 - Engineering Technician VI		36.98
30090 - Environmental Technician		28.16
30095 - Evidence Control Specialist		28.62
30210 - Laboratory Technician		34.03
30221 - Latent Fingerprint Technician I		31.70
30222 - Latent Fingerprint Technician II		35.01
30240 - Mathematical Technician		28.62
30361 - Paralegal/Legal Assistant I		19.26
30362 - Paralegal/Legal Assistant II		23.85
30363 - Paralegal/Legal Assistant III		29.18
30364 - Paralegal/Legal Assistant IV		35.30
30375 - Petroleum Supply Specialist		35.01
30390 - Photo-Optics Technician		28.62
30395 - Radiation Control Technician		35.01
30461 - Technical Writer I		28.62
30462 - Technical Writer II		35.01
30463 - Technical Writer III		42.36
30491 - Unexploded Ordnance (UXO) Technician I		24.65
30492 - Unexploded Ordnance (UXO) Technician II		29.82
30493 - Unexploded Ordnance (UXO) Technician III		35.74
30494 - Unexploded (UXO) Safety Escort		24.65
30495 - Unexploded (UXO) Sweep Personnel		24.65
30501 - Weather Forecaster I		31.70
30502 - Weather Forecaster II		38.56
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2)	25.76
30621 - Weather Observer Senior	(see 2)	28.62
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		29.82
31020 - Bus Aide		12.71
31030 - Bus Driver		18.80
31043 - Driver Courier		11.60
31260 - Parking and Lot Attendant		11.20
31290 - Shuttle Bus Driver		12.75

31310 - Taxi Driver	11.69
31361 - Truckdriver Light	12.75
31362 - Truckdriver Medium	13.85
31363 - Truckdriver Heavy	20.24
31364 - Truckdriver Tractor-Trailer	20.24
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.54
99030 - Cashier	9.89
99050 - Desk Clerk	9.86
99095 - Embalmer	27.04
99130 - Flight Follower	24.65
99251 - Laboratory Animal Caretaker I	16.19
99252 - Laboratory Animal Caretaker II	17.81
99260 - Marketing Analyst	30.07
99310 - Mortician	27.04
99410 - Pest Controller	17.63
99510 - Photofinishing Worker	12.95
99710 - Recycling Laborer	19.42
99711 - Recycling Specialist	23.97
99730 - Refuse Collector	17.31
99810 - Sales Clerk	11.61
99820 - School Crossing Guard	10.91
99830 - Survey Party Chief	24.60
99831 - Surveying Aide	14.00
99832 - Surveying Technician	18.36
99840 - Vending Machine Attendant	14.81
99841 - Vending Machine Repairer	19.05
99842 - Vending Machine Repairer Helper	14.81

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life accident and health insurance plans sick leave pension plans civic and personal leave severance pay and savings and thrift plans. Minimum employer contributions costing an average of $4.54 per hour computed on the basis of all hours worked by service employees employed on the contract.

HEALTH & WELFARE EO 13706: Minimum employer contributions costing an average of $4. 22 per hour computed on the basis of all hours worked by service employees employed on the covered contracts. *

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any

paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years 4 weeks after 15 years and 5 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than $27.63 (or on a salary or fee basis at a rate not less than $455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey

data indicates that the prevailing wage rate for the occupation equals or exceeds $27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

(3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday

premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract by the employer by the state or local law etc.) the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However in those instances where the uniforms furnished are made of ""wash and wear"" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the ""Service Contract Act Directory of Occupations"" Fifth Edition (Revision 1)

dated September 2015 unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy

of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

JEFFERSON COUNTY SHERIFF'S OFFICE

Zena Stephens, Sheriff
1001 Pearl St., Suite 103
Beaumont, TX 77701
(409) 835-8411
www.jcsotx.org

Charlie Porter
Chief of Law Enforcement

John Shauberger
Chief of Corrections

MEMORANDUM

DATE: December 11, 2019

TO: Honorable Judge Jeff Branick
Commissioner Eddie Arnold
Commissioner Brent Weaver
Commissioner Michael Sinegal
Commissioner Everette "Bo" Alfred

FROM: Chief John Shauberger

RE: US Marshals modification to inter-governmental agreement

Please consider and possibly approve U.S. Department of Justice, United States Marshal Service modification no. 13 to the current inter-governmental agreement 78-01-0077. The purpose of this agreement is to incorporate the new wage determination effective 2/1/2020.

Sincerely,

Chief John Shauberger

AGENDA ITEM **December 17, 2019**

Receive and file executed 2019-2020 SETX Auto Theft Task Force Inter-local Agreement.

FY2020

Southeast Texas Auto Theft Task Force

Interlocal Agreement

INTERLOCAL CONTRACT

SOUTHEAST TEXAS AUTO THEFT TASK FORCE

STATE OF TEXAS §
COUNTY OF JEFFERSON §

This Interlocal Contract, ("**Contract**") is entered into between the City of Beaumont, a municipal corporation situated in Jefferson County, Texas, ("**Beaumont**"), the City of Port Arthur, a municipal corporation situated in Jefferson County, Texas ("**Port Arthur**") , Jefferson County, a political subdivision of the State of Texas ("**Jefferson County**") , Hardin County, a political subdivision of the State of Texas ("**Hardin County**"), Jasper County, a political subdivision of the State of Texas ("**Jasper County**"), and Orange County, a political subdivision of the State of Texas ("**Orange County**") pursuant to the Interlocal Cooperation Act, Tex. Gov't Code Ann. Sec. 791.001 - 791.027 (Vernon 1997).

WITNESSETH

Whereas, **Beaumont**, **Port Arthur**, **Hardin County**, **Jasper County**, **Jefferson County,** and **Orange County**, collectively herein after referred to as "**Parties**", seek to contract or agree with each other to perform certain governmental functions and services in a joint cooperative agency which is known as the Southeast Texas Auto Theft Task Force ("**Task Force**"); and

Whereas, the **Parties** are each independently authorized, pursuant to Tex. Gov't. Code Ann. Sec. 791.001 to enter into a joint contract to provide a governmental function or service which each party to the Contract is authorized to perform individually; and

Whereas, the **Parties** wish to file a joint application for grant funding (FY2020) with the Motor Vehicle Crimes Prevention Authority of the State of Texas ("**Authority**") in the amount of $528,714.00; and

Whereas, there are approximately 400,000 registered motor vehicles in Jefferson, Hardin, Jasper, and Orange Counties combined; and, the **Parties** believe it to be in the best interest of the **Parties** to continue the operation of the **Task Force** based upon positive efforts of prior operations of the **Task Force** to combat auto thefts and auto burglaries in the region; and

Whereas, the **Parties** have agreed to provide $361,626 in funding (personnel services, equipment, vehicle supplies, salaries, benefits, and insurance) to be used to match the funding sought from the **Authority**; and

Whereas, the **Parties** believe that it is in their mutual interest to enter into this **Contract** to carry-out operations of the **Task Force**; and

Whereas, the **Parties** agree to abide by all pertinent federal, state and local laws and regulations;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I.

1.01 The purpose of this **Contract** is to continue the operation of the **Task Force** pursuant to a joint application filed with the **Authority** for FY 2020 grant funding of the **Task Force**. (See Exhibit "A" which is attached hereto and incorporated herein.)

1.02 The **Parties** to this **Contract** hereby mutually agree to cooperate to whatever extent is necessary to carry out the work plan set forth in the grant application.

ARTICLE II.

2.01 The term of this **Contract** shall be for a period of one (1) year from and after the date of August 31, 2019 subject to other termination rights of the **Parties** as established in this document.

ARTICLE III.

3.01 As a condition and part of this **Contract,** the **Parties** agree to contribute a total of $361,626 in match funding for operation of the **Task Force** in the following amounts:

Match by the City of Beaumont	$226,250
Match by the City of Port Arthur	$55,582
Match by Jefferson County	$55,294
Match by Hardin County	$24,500
Match by Jasper County	-0-
Match by Orange County	-0-

ARTICLE IV.

4.01 The expenditure of funds, including the anticipated receipt of $528,714.00 from the **Authority** is set out in Exhibit "B" which is attached hereto and incorporated herein.

ARTICLE V.

5.01 **Beaumont** is designated as the primary agency ("**GRANTEE**") for purposes of this **Contract** and for purposes of receipt and disbursement of all funds received from the **Authority**. **Beaumont** shall designate a lieutenant of the Beaumont

Police Department to serve as the director for the **Task Force** who shall be authorized to establish rules, regulations, directives, etc. for operation of the **Task Force** and the administration of funding for the **Task Force**.

ARTICLE VI.

6.01 Upon termination of this **Contract**, right, title and ownership of non-expendable property acquired pursuant to this **Contract** will revert to the individual party for which it was acquired, subject to the statutes of the State of Texas and approval of the **Authority.**

ARTICLE VII.

7.01 **Beaumont**, **Port Arthur**, **Hardin County, Jasper County, Jefferson County**, and **Orange County** as political subdivisions, are governed by the Texas Tort Claims Act, Chapter 101.001 et seq., Civil Practice and Remedies Code. **Beaumont**, **Port Arthur**, **Hardin County, Jasper County**, **Jefferson County** and **Orange County** warrant and represent to each other that they are self-insured or commercially insured for all claims falling within the Texas Tort Claims Act.

7.02 Each party to this **Contract** agrees that it shall have no liability whatsoever for acts or omissions of an individual employed by another party regardless of where the individual's actions occurred. Each party is solely responsible for the action and/or omissions of its employees and officers.

ARTICLE VIII.

8.01 The **Parties** certify that the **Task Force** is a program that meets all the

requirements of the **Authority** program, that the information set forth in this **Contract** is correct, and that the **Parties** will comply with the appropriate provisions of the **Authority**.

8.02 The **Parties** assure and certify that they will comply with the regulations, policies, guidelines, and requirements set forth in the "MVCPA Grant Assurances" section of the 2018 Grant Application and the Administrative Guide issued by the **Authority** pursuant to the acceptance and use of any federal funds. If any of the provisions of the "Assurances" are applicable pursuant to statutes of the State of Texas, the **Parties** will comply with those pertinent parts.

8.03 The **Parties** assure and certify to the **Authority** that they are in compliance with Subtitle A, Title II of the Americans with Disabilities Act (A.D.A.), 42 U.S.C. 12131-12134, and Department of Justice implementing regulation 28 C.F.R., Part 35.

8.04 Attached as Exhibit "C" is a digest representing the Authority's approved budget summary for grant 608-20-1230100. The Parties agree that they shall be responsible for determining, prior to expenditure of funds, that:

1. Salaries are in accordance with local policy of participating agencies.
2. Personnel are classified in accordance with the needed qualification for the position.
3. Fringe benefits are in accordance with local policy of the participating agencies.
4. Travel policy is in accordance with the travel policy of the City of Beaumont.

ARTICLE IX.

9.01 This **Contract** may only be amended by mutual agreement of the **Parties** hereto in writing and any amendments shall be attached to and incorporated into this **Contract**.

ARTICLE X.

10.1 In case any one or more of the provisions contained in this **Contract** shall be held to be invalid, illegal or unenforceable in any aspect, such invalidity, illegality or unenforceability shall not affect any other provision of the **Contract,** and this **Contract** shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE XI.

11.01 This **Contract** supersedes any and all other agreements, either oral or in writing, between the **Parties** hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this agreement which is not contained herein shall be valid or binding.

EXECUTED by the City of Beaumont this 29th day of Oct., 2019.

CITY OF BEAUMONT, TEXAS

By: _____
Kyle Hayes, City Manager

EXECUTED by Jefferson County this 17th day of SEPTEMBER, 2019.

JEFFERSON COUNTY, TEXAS

By: _____
Jeff Branick, County Judge

EXECUTED by the City of Port Arthur this 8th day of October 2019.

CITY OF PORT ARTHUR

By: _____
Ron Burton, Interim City Manager

EXECUTED by Orange County this 11th day of September, 2019.

ORANGE COUNTY, TEXAS

By: _____
John Gothia, County Judge

EXECUTED by Hardin County this 22 day of October, 2019.

HARDIN COUNTY, TEXAS

By: _____
Wayne McDaniel, Jr, County Judge

EXECUTED by Jasper County this 9TH day of SEPTEMBER, 2019.

JASPER COUNTY, TEXAS

By: _____

Mark Allen, County Judge

EXHIBIT A

City of Beaumont Grant Application Negotiation for Fiscal Year 2020

The Application was submitted by Kyle Hayes at 8/8/2019 2:08:00 PM and is now locked.
The confirmation Number is 2019080800112.

Program Title Please enter a short description of the proposed program that can be used as the title. *Southeast Texas Auto Theft Task Force*

Which type of grant are you applying for?

Continued Grant - Only available to agencies that have a 2019 grant. These are annual competitive grants for the program described in the application. The program must be submitted for substantially the same program as the previous year. The requested funds, match funds, and in-kind match must be within 5% of the previous year but in any event may not go below the 20% minimum cash match requirement. The number of staff positions must be within 5% of the total positions. Awarded activities are funded on a reimbursement basis.

To be eligible for consideration for funding, a program must be designed to support one or more of the following **ABTPA program categories**.

- Law Enforcement, Detection and Apprehension
- Reduction of the Sale of Stolen Vehicles or Parts
- Education Programs and Marketing

Grant Participation and Coverage Area

- **Other Coverage** (Describe): *Jefferson, Hardin, Orange, and Jasper counties and all municipalities therein.*
- **Law Enforcement Grant**
  Participating and coverage agencies below.

Participating Agencies: agencies that will materially participate in the grant application through the use of interlocal agreements. The agencies selected in this list only includes agencies that will receive or provide funding and/or resources. The interlocal agreements do not need to be submitted with the application. Interlocal agreements will need to be executed prior to the first payment being made if selected for a grant. Letters of support with the application from the participating agencies are strongly recommended.

Coverage Agencies: agencies that will be covered by the grant but not materially participating in the grant application. These agencies will not be covered by a grant interlocal agreement but as law enforcement agencies may have jurisdictional coverage agreements unrelated to the grant. The agencies selected in this list only includes agencies that will be covered or where the chief of police or county sheriff indicates that their agency will coordinate or call upon the taskforce. These will not directly receive or provide funding and/or resources. Letters of support with the application from the participating agencies are strongly recommended.

Participating Agencies	Coverage Agencies
TX1000000 HARDIN CO SO	TX1000100 KOUNTZE PD
TX1230000 JEFFERSON CO SO	TX1000200 SILSBEE PD
TX1230100 BEAUMONT PD (MIP)	TX1000300 SOUR LAKE PD
TX1230700 PORT ARTHUR PD (AE)	TX1000900 LUMBERTON PD (IBR)
	TX1210000 JASPER CO SO
	TX1210100 JASPER PD
	TX1210200 KIRBYVILLE PD
	TX1230300 GROVES PD
	TX1230500 NEDERLAND PD
	TX1230800 PORT NECHES PD
	TX1231000 LAMAR UNIVERSITY PD
	TX1810000 ORANGE CO SO
	TX1810100 BRIDGE CITY PD
	TX1810200 ORANGE PD
	TX1810300 PINEHURST PD
	TX1810400 VIDOR PD
	TX1810500 WEST ORANGE PD
	TX1810800 ROSE CITY PD

Resolution: Complete a Resolution and submit to local governing body for approval. *Sample Resolution* is found in the Request for Application or send a request for an electronic copy to *grantsMVCPA@txdmv.gov*.

Grant Budget Summary

Budget Category	ABTPA Expenditures	Cash Match Expenditures	Total Expenditures	In-Kind Match
Personnel	$249,535		$249,535	$250,705
Fringe	$0	$186,850	$186,850	$0
Overtime	$0	$5,000	$5,000	
Professional and Contract Services	$189,029	$135,376	$324,405	
Travel	$9,576	$0	$9,576	$0
Equipment				
Supplies and Direct Operating Expenses (DOE)	$80,574	$34,400	$114,974	$11,500
Total	$528,714	$361,626	$890,340	$262,205
		68.40%		

Description	Subcategory	Pct Time	ABTPA Funds	Cash Match	Total	In-Kind Match
Personnel						
	Investigator/LEO	100.00%	$99,729		$99,729	

Description	Subcategory	Pct Time	ABTPA Funds	Cash Match	Total	In-Kind Match
Program Director / Commander						
Program Manager / Supervisor	Investigator/LEO	100.00%			$0	$92,535
Investigator 1	Investigator/LEO	100.00%	$76,783		$76,783	
Investigator 2	Investigator/LEO	100.00%	$73,023		$73,023	
Investigator 3	Investigator/LEO	100.00%			$0	$79,082
Investigator 4	Investigator/LEO	100.00%			$0	$79,088
	Total Personnel		$249,535		$249,535	$250,705
			Fringe			
Program Director / Commander	Investigator/LEO		$0	$34,544	$34,544	
Program Manager / Supervisor	Investigator/LEO		$0	$33,047	$33,047	
Investigator 1	Investigator/LEO		$0	$29,771	$29,771	$0
Investigator 2	Investigator/LEO		$0	$28,989	$28,989	$0
Investigator 3	Investigator/LEO		$0	$30,249	$30,249	
Investigator 4	Investigator/LEO		$0	$30,250	$30,250	
	Total Fringe		$0	$186,850	$186,850	$0
			Overtime			
Program Manager / Supervisor	Investigator/LEO		$0	$1,000	$1,000	
Investigator 1	Investigator/LEO		$0	$1,000	$1,000	
Investigator 2	Investigator/LEO		$0	$1,000	$1,000	
Investigator 3	Investigator/LEO		$0	$1,000	$1,000	
Investigator 4	Investigator/LEO		$0	$1,000	$1,000	
	Total Overtime		$0	$5,000	$5,000	
			Professional and Contract Services			
Jefferson County SO Investigator	Investigator/LEO - personnel	100.00%	$68,662	$17,166	$85,828	
Hardin County SO Investigator	Investigator/LEO - personnel	100.00%	$57,089		$57,089	
		100.00%	$63,278	$15,820	$79,098	

Description	Subcategory	Pct Time	ABTPA Funds	Cash Match	Total	In-Kind Match
Port Arthur PD Investigator	Investigator/LEO - personnel					
Hardin County SO (Fringe)	Investigator/LEO - fringe	100.00%	$0	$24,500	$24,500	
Jefferson County SO (Fringe)	Investigator/LEO - fringe	100.00%	$0	$38,128	$38,128	
Port Arthur PD (Fringe)	Investigator/LEO - fringe	100.00%	$0	$39,762	$39,762	
	Total Professional and Contract Services		$189,029	$135,376	$324,405	
	Travel					
Annual TAVTI Conference	Law enforcement In-State		$3,875	$0	$3,875	$0
ABTPA Workshop / Board Meetings	Law enforcement In-State		$936	$0	$936	$0
Auto-Crime Related Training	Law enforcement In-State		$3,765	$0	$3,765	$0
Unplanned Investigative or Administrative Travel	Law enforcement In-State		$1,000	$0	$1,000	$0
	Total Travel		$9,576	$0	$9,576	$0
	Equipment					
	Total Equipment					
	Supplies and Direct Operating Expenses (DOE)					
Office Lease			$52,650	$0	$52,650	$0
TAVTI Conference Registration Fees			$600	$0	$600	$0
Office, Field, & Operational Supplies			$11,100	$0	$11,100	$0
Office Maintenance / Cleaning			$10	$0	$10	$0
Auto Insurance for HCSO Vehicle			$700	$0	$700	$0

Description	Subcategory	Pct Time	ABTPA Funds	Cash Match	Total	In-Kind Match
Office Utilities			$3,544	$0	$3,544	$0
Office Phone & Data Service			$3,200	$0	$3,200	$0
Public Awareness Advertising			$10	$0	$10	$0
Bait and Tracking Air Time			$10	$0	$10	$0
Cell Phone Service			$1,500	$0	$1,500	$0
Postage			$50	$0	$50	$0
Vehicle Lease 1			$0	$0	$0	$7,200
Vehicle Lease 2			$7,200	$0	$7,200	$0
Fuel, Oil, & Maintenance				$34,400	$34,400	$4,300
	Total Supplies and Direct Operating Expenses (DOE)		$80,574	$34,400	$114,974	$11,500

Budget Narrative

Personnel: Commander:

The Task Force Commander will serve as the Program Director and macro-manage all task force personnel and associated law enforcement operations; oversee fiscal matters relating to the grant; complete payroll; direct priorities, establish expectations, enforce accountability, and initiate corrective actions; work closely with ABTPA, Beaumont Chief of Police, Beaumont CFO Office and its grant coordinator, and the Program Manager in efforts to maintain grant compliance and the continuance of mutually beneficial outcomes; liaison with officials of participating and coverage agencies; attend appropriate meetings, seminars, training, and webinars; administer or supervise any official task force webpage or social media presence; ensure that required ABTPA reports are submitted by the Program Manager; monitor progress and document accordingly; and, delegate to personnel as needed. The Commander will hold the rank of Lieutenant in the Beaumont Police Department and will spend 100% of work hours on task force and grant-related activities or functions. The position will be completely funded with ABTPA Funds. Clothing allowance, clothing maintenance, and all fringe benefits will be cash-matched. Only actual figures will be submitted.

Supervisor:

The Task Force Supervisor will serve as Program Manager, supervise task force investigators, and monitor law enforcement activities on a first-line basis; schedule personnel, set goals, manage after-hour callouts, analyze available intelligence on trends or areas of increased criminal activity, and disseminate information to investigators and

Budget Narrative

the Commander (Program Director) to facilitate the most effective and efficient approach to task force endeavors; review offense reports and make appropriate case assignments; assess risk, complete paperwork, and organize special projects, including both overt and covert operations and proactive enforcement; compile data and draft activity summaries for necessary periodic or recurring reports; complete and submit ABPTA quarterly reports; assist with activities associated with those of an investigator when required; delegate to personnel as needed; and, perform additional duties and/or complete other assignments as directed by the Program Director. The Supervisor will hold the rank of Sergeant at the Beaumont Police Department with 100% of work hours being dedicated to task force duties or functions. The salary will be shown as an in-kind match based on actual figures.

Beaumont Police Investigators (1-4):

The BPD Investigators will conduct investigations of auto-related cases as assigned, prepare and present completed cases to the District Attorney; identify and develop suspects; recover stolen vehicles and auto-related property; assist with other cases outside Beaumont but within Task Force jurisdiction; make recommendations to the Supervisor on special projects based on identifiable trends; forward information on suspects and trends; assist with special projects and operations; assist with 68A inspections and inspections of salvage yards and repair shops when necessary; and, complete other duties or assignments as directed.

Pursuant to Task Force goals and ABTPA expectations, as individually assigned, investigators will also develop and present crime prevention and awareness programs; conduct media interviews; disseminate public information on task force accomplishments or cases; issue official press releases to media; email suspect BOLO reports inter-departmentally; attend relevant neighborhood association or community-led meetings; liaison with participating agencies; obtain and maintain crime statistics for coverage areas; as appropriate, mail or email case update notices to crime victims; assist other task force personnel with assigned duties including investigations, inspections, and back up; maintain all surveillance equipment and assist with its use during investigations or covert operations; cooperate with probation and parole offices to stay informed of the statuses of known auto crime recidivists; coordinate and conduct inspections of salvage dealers and repair shops within the scope of the task force jurisdiction; monitor local auctions where insurance-totaled vehicles are sold; in conjunction with the Supervisor, organize covert sting operations as needed to identify illegal activities by salvage dealers or repair shops; coordinate and conduct VTR-68A inspections; complete seizure paperwork, organize seized property inventory, prepare seized property for auction, and work closely with personnel who are associated with the process; and, complete other assignments as directed by the Supervisor or Commander.

Clothing allowance, clothing maintenance, and all fringe benefits will be cash-matched. All BPD investigators will devote 100% of work hours toward auto-crime and grant-related activities. Two (2) BPD salaries will be in-kind match and two (2) will be funded by ABTPA. Only actual figures will be submitted.

Budget Narrative

Fringe: Fringe benefits include FICA, retirement withholding, and health insurance. City of Beaumont withholds FICA - Med at rate of 1.45% (except a Sgt who was hired before April 1, 1986). TMRS Retirement withholdings including agency contributions: City of Beaumont (19.35% Rate). Total Fringe is 20.80%. Health Insurance is $13,800 per employee. Only actual figures will be submitted.

*Note: the totals for fringe benefits as cash match are for six (6) Task Force members whereas ABTPA only funds the salaries of three (3) Task Force members; therefore, at first glance, the fringe totals may appear disproportionately high.

Overtime: Criminal behavior is unpredictable; consequently, so are overtime expenses. In the majority of circumstances, task force personnel will flex hours to accommodate events or unexpected incidents that require an extended period of work beyond what is scheduled. However, upon occasion and within reason, overtime will be unavoidable due to the complexity of an incident, the hour it originated, the inability to flex due to personnel having already met the 40-hour limitation per week, or stipulations of a Collective Bargaining Labor Contract. Overtime is unpredictable, so rounded estimates are provided and, when necessary, it will be considered as part of cash match. Only actual figures will be submitted.

Professional and Contract Services: The Investigators (PAPD, HCSO, JCSO) will lead investigations of auto-related cases as assigned by each investigator's respective agency; prepare and present completed cases to the District Attorney; identify and develop suspects; recover stolen vehicles and auto-related property; make recommendations to the Supervisor on special projects based on identifiable trends; forward information on suspects and trends to the Supervisor; assist with special projects and operations; assist with 68A inspections and inspections of salvage yards and repair shops when necessary; and, complete other duties or assignments as directed. All contracted Task Force Officers will assist on auto-related cases and operations within coverage jurisdiction.

HCSO investigator will be the primary VTR-68A inspector for the Task Force and the salary will be fully funded by ABTPA.

JCSO and PAPD salaries will be primarily funded by ABTPA, both including an estimated 20% cash-match contribution. That is, both JCSO and PAPD salaries are expected to be reimbursed 80%. Only actual figures will be submitted.

Fringe benefits include FICA, retirement withholding, and health insurance for all contributing agencies. Workers Compensation and TEC figures for Jefferson County, Hardin County, and the City of Port Arthur. Workers Comp and TEC are figured together for Jefferson County at 5% whereas The City of Port Arthur is at 5% (WC) and 3.48% (TEC) respectively. Hardin County figures WC at 1.47% and TEC at 0.08%. FICA is withheld at a rate of 7.65%. Retirement withholdings including agency contributions are taken at the following rates: Jefferson County (14.9%), City of Port Arthur (13.1%), and Hardin County (13.62%). Health insurance costs also vary between agencies. Participating agencies are expected to submit only actual figures.

Budget Narrative

Travel: Annual TAVTI Conference / Board Meeting ($3875):

Estimated price per night is $165 per room. Three rooms for five nights is $2475 (3 x $165 x 5 = $2475). Based on current GSA for Waco, per diem cost is estimated at $56 per day per person (56 x 5 x 5 attendees = $1400). Conference attendees would include investigators, program manager, and program director who are all law enforcement and funded or partially funded by the grant, cash-matched, or in-kind-matched.Only program manager and program director would attend any board meeting.

ABTPA Workshop / Board Meetings ($936):

Estimated price per night is $190 per room. Budgeting for a potential of three separate occasions. One room for three nights (3 x 190 = $570). Based on current GSA for Austin, per diem cost is estimated at $61 per day per person (61 x 3 x 2 attendees = $366). Attendees would include program manager and program director who are both law enforcement personnel whose salaries are funded or partially funded by grant, cash-match, or in-kind match.

Auto Theft Training ($3765):

Potential training for new investigator(s) or other relevant training for Task Force members. Estimated price per night is $190 per room. One room for five nights (190 x 5 = $950) and budgeting for potentially three training opportunities (3 x $950 = $2850). Per diem estimate at $61 per person (61 x 5 x 3 attendees = $915). Attendees would include any investigator potentially in need of training that is either funded directly, cash-matched, or in-kind match of the grant. Only actual figures will be submitted if this line item is utilized.

Unplanned Investigative or Administrative Travel ($1000):

During the course of any given year, unplanned meetings are scheduled or investigations lead out-of-town and become an unfunded expense. If needed, only law enforcement personnel listed on the ABTPA grant will utilize these funds for proper purposes. The availability of these designated funds will prevent budget adjustments for unexpected travel. However, only actual costs, if any, will be filed for reimbursement.

Supplies and Direct Operating Expenses (DOE): Office Lease ($52,650):

Lease includes two adjacent sections of the same building owned by the same lessor. One section is for office space for investigators and garage space that includes a vehicle lift for assisting with inspections and investigations. The second section is warehouse space for storage of seized property pending court dispositions, recovered stolen property, task force vehicles, and other task force property (tools, equipment, etc). Cost is based on current payments of $4,387.50 per month.

Office, Field, & Operational Supplies ($11,100):

These funds are used to purchase standard office supplies such as printing paper, photo

Budget Narrative

paper, storage media, toner, ink cartridges, presentation / binding services, pens, letterhead, business cards, etc. It also covers field and operational supplies as needs arise such as hand cleaner, paper towels, degreaser, paint, paint stripper, official weight slips, small electronics, computer accessories, vehicle accessories, surveillance tools, mechanical tools, vehicle sanding material, acid restoration materials, vehicle cleaning and care, disposable gloves, logo attire, etc. This line item is intended as a readily accessible fund for unexpected expenses to better assist task force without budget adjustments. These are estimates, not allocations. Only actual costs will be submitted for reimbursement.

Office Maintenance ($10):

Cost of cleaning and maintaining the office is based a city-wide contractual arrangement by the City of Beaumont. This is an estimate. **Due to budget shortfalls, this line item has been absorbed into the CID budget.

Auto Insurance for HCSO Vehicle ($700):

Hardin County is not self insured. Estimate of premium. Only actual cost will be submitted.

Office Utilities ($3500):

This is an estimate, not an allocation. Only actual expenses will be submitted for reimbursement.

Office Phone & Data Service ($3000):

This expense includes the estimated cost for the multiple business lines (office phones and internet service) and a designated secure data line for communication with city and county computers. These are estimates not allocations. Only actual expenses will be submitted for reimbursement. **Due to budget shortfalls, this line item has been reduced and may total less than actual expenses. Only actual expenses up to agreed amount will be submitted.

Public Awareness Advertising ($10.00):

Due to the priority of increasing personnel costs, the original funds for this sub-category had to be removed. The line item remains as a placeholder in the event any surplus would permit the expense to be revisited.

Bait and Tracking Air Time ($10):

*Due to budget shortfalls, this variable line item was made a placeholder for which the City may not be reimbursed unless a surplus develops elsewhere during FY20. It appears this line item has been absorbed by another city budget in the past.

The Task Force bait vehicle system will require monthly GPRS communication. The Task Force also intends to operate a web-based camera system and tracker that each require

Budget Narrative

air time. These are estimates, not allocations. Only actual costs will be submitted for reimbursement.

Cell Phone Service ($1500):

****Due to budget shortfalls, this line item has been reduced and may total less than actual expenses. A portion of actual expenses may be absorbed into other City budgets. Only actual expenses up to agreed amount will be submitted.

Service cost based on reasonable monthly average allowance of $50 per month. There are eight task force members, which would total $4800 annually ($400 per month).

Postage ($50):

Estimated cost of postal fees or delivery services.

Vehicle Lease ($14,400):

The vehicle lease is calculated at $600 per month based on a local dealer estimate for a statewide leasing program to law enforcement agencies. It is also the ABTPA cap. The Beaumont Police Department currently provides two vehicles for investigators. Due to one being previously budgeted by BPD, its expense is listed as an in-kind match. The second one was recently acquired to replace an ABTPA-purchased vehicle, so it will be submitted for reimbursement.

Fuel, Oil, & Maintenance ($42,750):

Fuel costs are estimated based on 13,000 miles per year, 14 miles per gallon @ $2.25 per gallon, totaling approximately $2100 per vehicle per year. Oil changes and other maintenance costs are estimated at $2200 per vehicle per year to include expendables such as tires, brakes, shocks, or other necessary repairs. Combining estimates result in an average cost of $4300 per year multiplied by nine (9) vehicles totaling $38,700. The $4300 shown for the one vehicle previously budgeted by BPD is listed as an in-kind match whereas the remaining $34,400 is listed as a cash match. These estimates are not allocated. Only actual costs will be submitted for reimbursement.

Revenue

Indicate Source of Cash and In-Kind Matches for the proposed program.

Cash Match

Source of Cash Match

City of Beaumont	Grantee	$226,250
Hardin County	Subgrantee	$24,500
City of Port Arthur	Subgrantee	$55,582
Jefferson County	Subgrantee	$55,294
Total Cash Match		$361,626

In-Kind Match

Source of In-Kind Match

City of Beaumont	Grantee	$262,205.00
Total In-Kind Match		$262,205.00

Statistics to Support Grant Problem Statement

Use UCR data	2016	2017	2018
Larceny from a motor vehicle	2107	2333	1879
Larceny from a motor vehicle - Parts	290	158	184
Jurisdictions included in totals	Statistics a combination of Task Force and Jurisdiction		
Theft of a motor vehicle	916	964	915
Recoveries of Motor Vehicles	521	721	717
Jurisdictions included in totals	Statistics a combination of Task Force and Jurisdiction		

Provide any additional information or limitations about the data provide above

Application Narrative

Grant Introduction (Executive Summary)

1.1 Briefly describe the organization and program operation. Provide a high level summary to the intent of the application and how it will affect the local community. (500 words or less)

Since 1993, the Southeast Texas Auto Theft Task Force has continued to provide a multi-agency, multi-jurisdictional effort to reduce auto-related crimes within Jefferson, Orange, Hardin, and Jasper Counties. According to the most recent U.S. Census estimates in 2018, the counties have a combined population of over 431,000 folks with nearly 60% residing in Jefferson County. The Task Force is staffed by sworn personnel from Beaumont Police Department, Port Arthur Police Department, Jefferson County Sheriff's Office, and Hardin County Sheriff's Office.

According to TXDOT, there were about 397,000 vehicles registered within our four-county coverage area in 2018. Corresponding to the population, more than half were

in Jefferson County, which is primarily urban and suburban areas. Orange County is mostly suburban and rural areas whereas Jasper and Hardin Counties are markedly more rural and more heavily wooded.

The Southeast Texas Auto Theft Task Force has been actively combating auto thefts for about 26 years. Through thorough investigations, development of suspects, crime prevention awareness and education, combined with surveillance, covert patrol, bait vehicle operations, and inspections of salvage and repair businesses, Task Force personnel have done their best to positively impact our communities by facilitating a reduction in the occurrences of auto-related crimes. Despite these efforts, auto-related crimes continue to be a major problem with a significantly negative economic impact. Within the four county project area, there were still over 900 vehicles stolen and nearly 1900 vehicles burglarized in 2018.

Our coverage area denotes being in the top 20 locations where this grant is needed for both auto burglaries and auto thefts.

Grant Problem Statement

2.1 Provide an assessment of the motor vehicle burglary (including theft of parts) problem in the coverage area of this application.

It seems that offenses involving auto-related burglaries and thefts are occurring randomly at a steady pace without any identifiable trends. While window-shattering still occurs in large numbers due to visible valuables, the most prevalent method of operation is simply pulling on handles of unlocked doors with little to no suspect evidence left behind. In Beaumont, 89% of the guns stolen in auto burglaries were from unlocked cars (2018). When firearms and credit cards are stolen, there is a ripple effect that includes a myriad of additional crimes against both persons and property. Solving these crimes has become more challenging, forcing us to rely even more on a vigilant public, proactive patrolling, video surveillance, and bait operations.

Offenders are becoming more creative, organized, evasive, and brazenly violent in their predatory theft activities ("jugging") when victims are stalked and followed to or from banks or after instances of large purchases at retail establishments. Whether it is due to the fluid circumstances at the time of the offense or to the impromptu impatience of the offender, what used to be considered only a property crime has increasingly evolved into aggravated robberies and even murder. We know statistically that many guns are stolen from vehicles and more suspects are being arrested in possession of guns. Consequently, auto burglars should no longer perceived in the vein of harmless, vehicular pickpockets. In 2019, a Beaumont citizen was murdered by an auto burglar that he confronted. Although these offenses appear to have no pattern, there is an occasional, albeit unpredictable, ebb and flow to auto burglaries, leaving investigators to wonder what determines it. We may never know but wondering is the first step. Are brief pauses uniquely applied to a few recidivists who are temporarily incarcerated for unrelated crimes? Are we dealing with an increase in juvenile offenders who operate around school schedules? Are offenses just random crimes of opportunity? Do some offenders plan when, where, and what to target in advance or cruise aimlessly? We suspect the answer is yes to all, and when suspect interviews are productive, information obtained indicates such, which begs the bigger

question of how we determine how to combat all of these realities the best we can. The "cause" and "source" of crime are obviously the same: criminal behavior. Plain and simple. Any statements that claim to know how to eradicate criminal behavior in a free society are at best, mere guesses, but more likely deceptive, disingenuous, or ignorant. If there were solutions to individual criminal choices, it would have been initiated millennia ago and we wouldn't be facing recurring issues, but people are people. A big part of a perceivable, partial solution still falls on the general public heeding our advice to simply lock their cars and remove (or at least hide) their valuables thereby reducing opportunities for criminals. Citizens have a false sense of security within these "mobile offices" or "homes away from home" and often leave valuables, including firearms, within their vehicles when unoccupied, which compounds the problem.

The pervasive problem is further worsened by an apparent disinterest in the aggressive prosecution of misdemeanor auto burglaries. However, even when we manage to file felonies, we find the system failing its citizenry. For example, we recently (2019) filed four felonious Theft of Firearm cases (from auto burglaries) on a problematic recidivist to which the DA responded by offering a plea 2 years of probation. As expected, once released, the defendant continued his crimes in two of our covered counties. Our efforts to communicate persuasively with local District Attorney Offices are re-doubled, but it can be foreseen that the possible inclusion of a prosecutorial element in a future grant may reap rewards. Unfortunately, the timing for FY2020 is not right for such a modification as we struggle to keep our manpower. Compounding the issues, for reasons that vary from cultural decay, stress management, financial self-preservation, among others, people are leaving the police profession, which trickles down to manpower issues within Task Forces as well. Keeping and/or replacing personnel or vehicles in a timely manner has proven difficult. Adding personnel seems nearly impossible. With manpower difficulties, the sheer volume of case-work and law enforcement duties makes it difficult to proactively address problems with different or creative approaches.

Our three-year average for motor vehicle burglaries (including theft of parts) was in the top twenty in Texas.

2.2 Provide an assessment of the motor vehicle theft problem in the coverage area of this application

Overall, the Southeast Texas Auto Theft Task Force has experienced steady declines in auto thefts since its 1993 inception when the Beaumont area had hit a national high of nearly 2800 in 1992. In contrast to the astronomical 1992, we are pleased to maintain these general declines in Jefferson County due to better public awareness, law enforcement, and manufacturer improvements. With 1992's threshold so high, it'd be easy to celebrate so-called declines by never reaching that ceiling again, but even so, we are dissatisfied and we aim to further build on these successes with lower reductions over the longer term. Despite our ongoing efforts throughout our coverage area, we see an inexplicable, unpredictable rollercoaster of stats where offenses spiked in 2017 (964) and then returned to a 2016 level in 2018 (915). Neither statistic is acceptable nor what we consider "low" at all. Our three-year average for motor vehicle thefts was in the top twenty of the state.

Nowadays, vehicles cost more than a house did several decades ago. The investment in vehicles is ever-increasing and therefore, the auto thefts have an ever-increasing impact on insurance premiums and the local economy.

Auto thefts are often a prerequisite to additional crimes and serve as getaway vehicles to help mask suspect identities during additional criminal activity. Autos are still targets for the more violent robberies (car jacking).

Unfortunately many vehicles are not recovered, but when they are, the location is often outside the jurisdiction of where the vehicles were originally stolen. This fact, in itself, is reason enough to assist neighboring agencies and to collaborate in efforts to linking recovery locations to possible suspects and/or larger organized crime operations.

2.3 Describe the geographical target area intended for this application. Include information about the taskforce governing and command structure. Include a description of the coverage area(s) and the nature of support and agreements supporting this application.

The geographical target area is Jefferson, Orange, Hardin, and Jasper Counties, which includes all the municipalities therein. Beaumont Police Department contributes the lion's share of manpower with four investigators, one sergeant as task force supervisor, and one lieutenant as task force commander. The majority of the Jefferson County region, including Beaumont and Port Arthur, are primarily urban and suburban. In contrast, Hardin and Jasper Counties are mostly rural whereas Orange County is seemingly more a mixture of both Jefferson and Hardin counties. The Jefferson County Sheriff's Office, Hardin County Sheriff's Office, and the Port Arthur Police Department contribute one investigator each. Each contributing agency head, whether City Manager or County Judge, signs the ABTPA inter-local contract as required along with cooperative working agreements. The Program Director serves as liaison to the participating agencies. District Attorneys in coverage areas also sign contract on how to regulate the distribution of seized property and monies.

2.4 Will the program described in the application cover the community(ies) at large or will all or any part of this program be directed to serve a specific target population? **If No or Both, please describe the problem supporting the need for a special target population.**

Yes - the program will cover the communities at large.

Grant Goals and Activities

There are two parts to this section: 1) Functions of Proposed Program and Goals Strategies and Activities (GSA). In the following boxes, describe the functions of the proposed program and then complete a fillable form called GSA.

ABTPA programs must completely describe the functions they will perform in implementing the program. If Awarded, funds expended towards activities not described in this section will result in the reimbursement being denied.

Part 1

3.1 Functions of the Proposed Program Related to Burglary of a Motor Vehicle

The Southeast Texas Auto Theft Task Force will employ multiple Objectives, Approaches and Actions to reduce the incidence of Burglary of a Motor Vehicle and Theft From a Motor Vehicle in a comprehensive program to confront and reduce the problem.

Objective: Reduce the incidence of Burglary of a Motor Vehicle and Theft From a Vehicle

Approaches: - Identify and Target Offenders and Prolific Offenders - Collaborate with Law Enforcement Agencies and other Organizations - Community Crime Prevention Campaign

Actions: Identify and target Offenders and Prolific Offenders: Offenders in motor vehicle burglary and theft from a motor vehicle will be identified through intelligence gained from arrests, informants, other law enforcement agencies, surveillance observations, bait vehicle operations, repair shop inspections, salvage yard inspections, metal recycler inspections, as well as parts resale location inspections. The offenders would be the target of investigations based on the method of the crime, types of vehicles burglarized, property taken, geographical location of the crimes and any information or evidence pointing to or linking them to the crime(s). The use of covert operations will be employed to target burglary of a motor vehicle offenders, such as, buys of stolen property from auto burglaries and predatory theft ("jugger") bait operations, to identify and determine if there is an organized criminal enterprise involved.

Collaborate with other law enforcement agencies and other organizations: Collaborate with law enforcement agencies in and out of the project area, to determine crime trends, patterns, suspected offenders and recover stolen property, through intelligence sharing. Assist other agencies with auto crime cases, which involve Burglary of a Motor Vehicle or Theft of Property or Parts from a Motor Vehicle. This collaboration will be critical in determining if the crimes are being committed by an organized ring, if it is one individual or merely a crime of opportunity. The collaboration would include the District Attorney's Offices in the jurisdictions affected, in order to help them understand the scope and importance of the crime(s) and provide any additional information that might be needed to properly prosecute the offender(s) for maximum result.

3.2 Functions of the Proposed Program Related to Theft of a Motor Vehicle

The Southeast Texas Auto Theft Task Force will employ multiple Objectives, Approaches and Actions to reduce the incidence of Motor Vehicle Theft in a comprehensive program to confront and reduce the problem.

Objective: Reduce the Incidence of Motor Vehicle Theft

Approaches: - Identify and Target Offenders and Prolific Offenders - Collaborate with Law Enforcement Agencies and other Organizations - Community Crime Prevention Campaign

Actions: Identify and target Offenders and Prolific Offenders: Offenders involved in motor vehicle theft will be identified through intelligence gained from arrests, informants, other law enforcement agencies, surveillance observations, bait vehicle operations, use of the LPR system, repair shop inspections, used car dealership inspections, salvage yard inspections, metal recycler inspections, as well as parts resale location inspections. The offenders would be the target of investigations based on the method of the crime, types of vehicles stolen, other property taken, geographical location of the crimes and any information or evidence pointing to or linking them to the crime(s). The utilization of covert operations, such as surveillance of offenders and buys of stolen vehicles and/or parts to determine the origin and assist in the identification of chop shops.

Collaborate with other law enforcement agencies and other organizations: Collaborate with law enforcement agencies in and out of the project area, to determine crime trends, patterns, suspected offenders and recover stolen vehicles and other property, through intelligence sharing. Assist other agencies with auto crime cases, which involve Theft of a Motor Vehicle, Theft of Property or Parts from a Motor Vehicle. This collaboration will be critical in determining if the crimes are being committed by an organized ring, if it is one individual, or merely a crime of opportunity. The collaboration would include the District Attorney's Offices in the jurisdictions affected, in order to help them understand the scope and importance of the crime(s), and provide any additional information that might be needed to properly prosecute the offender(s) for maximum result. The collaboration would also include working with NICB and insurance companies on insurance fraud cases, cargo thefts, and gray market vehicles. It would also entail working with the Texas Department of Motor Vehicles and local tax offices on fraudulent titles, and conducting 68A inspections, to determine if vehicles are stolen.

3.3 Functions of the Proposed Program Related to Motor Vehicle Burglary and Theft Prevention

The Southeast Texas Auto Theft Task Force will employ multiple Objectives, Approaches and Actions to reduce the incidence of Burglary of a Motor Vehicle and Theft of a Motor vehicle in a comprehensive Crime Prevention Campaign to inform the community of methods and practices to avoid being a victim of auto crimes, coupled with educational presentations to civilian groups and law enforcement agencies to bring the issue to the forefront, in order to reduce the occurrence and increase the clearance of auto crimes cases.

Objective: Reduce the incidence of Motor Vehicle Theft through Community Crime Prevention Campaign and Education

Approaches: - Administer Community Educational Presentations - Administer Law Enforcement Educational Presentations - Utilize Local Media Outlets to Propagate Community Recognition of Auto Crimes and Prevention

Actions:

Administer Community Educational Presentations:

Educational Presentations will be conducted for civilian groups and civic organizations to promote and educate the civilian population of the seriousness of auto crimes. This opportunity will be used to inform the community on methods and practices of how to avoid becoming a victim of an auto crime. Things such as, but no limited to, not leaving your vehicle unattended with it running or simply with the keys in it. Instruction on planning ahead for multiple stop trips, such as putting things in a secure place that cannot be seen from outside the vehicle before arriving at a destination, so that they are not seen hiding their valuables. Being sure that they don't leave anything in plain view and explain the most frequent items taken in auto burglaries. Instruct them on being aware of their surroundings and paying attention to where they park their vehicles and who might be watching them.

Administer Law Enforcement Educational Presentations:

Educational presentations will be conducted for law enforcement agencies to inform officers on basic auto crime investigations. These presentations would be to inform the officers of trends pertaining to auto theft, including types of vehicles, organized rings involved in auto theft, identifying signs and evidence of auto theft, insurance fraud cases, fraudulent titles and utilizing the Southeast Texas Auto Theft Task Force as a resource. This opportunity would be used as a tool to build a rapport with other agencies and build the foundation for a good working relationship and open exchange for intelligence sharing.

Utilize Local Media Outlets to Propagate Community Recognition of Auto Crimes and Prevention:

Local Media Outlets will be used to disseminate information to the public, via television, radio, news publications and other local publications. Interviews and appearances at local events, civic organization meetings, as well as Neighborhood Association meetings would be used at opportunities to disseminate information and stress the importance of preventing auto crimes, placing emphasis of the dangers to the community of these types of crimes. Auto burglaries are frequently where criminals gain access to weapons, personal information which could lead to identity theft, as well as keys to personal spaces and/or the vehicle, stressing the fact that a simple auto burglary could arm a criminal and give them access to personal information and/or your home. Economic impact will be addressed as well conveying the fact that not only is there an immediate monetary loss, but insurance rates are affected as well, which affects everyone in the state. Each participating agency's Public Relations personnel and Social Media will be utilized to expand circulation of the prevention information.

Community Crime Prevention Campaign:

Crime prevention efforts will be concentrated on educating the community in practices which would help them avoid becoming a victim of auto crimes. This would be accomplished by using social media outlets, local television and radio interviews, public service announcements, press releases, free advertisements in local outlets, operating vehicle displays, trade shows and community events and educational presentations for citizens through the Citizens Police Academy, Neighborhood Association meetings and civic organizations. There will also be parking lot checks, during which the TFO's will look at vehicles and determine if the vehicle is more or less likely to be a victim of an auto burglary due to items being left in the vehicle, or it being left unlocked. Mock citations, noting a passing or failing grade, would be left on the vehicle in order to make the citizen aware of the grade, would be left on the vehicle in order to make the citizen aware of the potential of becoming a crime victim.

ABTPA Task Forces are required to collaborate across judicial boundaries and to develop regional strategies to implement funded activities. Describe how the applicant staff and jurisdiction will coordinate with other agencies and jurisdictions in the implementation of this program.

3.4 Collaboration Effort

Objective: Form Working Relationships with other Jurisdictions Pertaining to Burglary of a Motor Vehicle and Motor Vehicle Theft

Approaches: - Collaborate with other Law Enforcement Agencies - Collaborate with other Judicial Agencies - Collaborate with other State Agencies

Actions: Collaborate with other Law Enforcement Agencies The Southeast Texas Auto Theft Task Force has established long lasting working relationships with all local law enforcement agencies and through the affiliation with the ABTPA has those same relationships with other Task Forces throughout the state, over the last 26 plus years as an ABTPA funded task force. The reputation of the Southeast Texas Auto Theft Task Force is known to be one of competence, dedication and cooperativeness with all agencies in Texas as well as with agencies in many other states. Intelligence sharing, outside agency assistance and service to the program area are the backbone of the working relationships that have been formed. The Southeast Texas Auto Theft Task Force will continue to work with and share intelligence with agencies in and out of the program coverage area.

Collaborate with other Judicial Agencies The Southeast Texas Auto Theft Task force has long established relationships with all four of the District Attorney's Offices in the program coverage area. These relationships have been cooperative and focused on the prosecution of criminals in all four jurisdictions. These relationships include collaborative efforts on numerous cases involving some Organized Criminal Enterprises and some individuals. This will continue in the future due to the common interest of reducing auto crimes.

Collaborate with other State Agencies: The Southeast Texas Auto Theft Task Force

will collaborate with the TXDMV and Local Tax Offices on ensuring that stolen vehicles are not registered. This will be achieved by the working with both entities in the matters of Fraudulent Titles and identification of motor vehicles. 68A inspections will also be conducted on vehicles deemed unregistered or questionable, as required by TXDMV.

3.5 Functions of the proposed program for other motor vehicle crimes investigations related to motor vehicle burglary or theft such as motor vehicle fraud related crime, insurance fraud, preventing stolen vehicles from entering Mexico, bridge/port crime, cartel or organized criminal enterprises etc...

Functions of the proposed program for other motor vehicle crimes investigations related to motor vehicle burglary or theft such as motor vehicle fraud related crime, insurance fraud, preventing stolen vehicles from entering Mexico, bridge/port crime, cartel or organized criminal enterprises etc...

Part II

Goals, Strategies, and Activities

Select Goals, Strategies, and Activity Targets for the proposed program.

Click on the link above and select the method by which statutory measures will be collected. Law Enforcement programs must also estimate targets for the ABTPA predetermined activities. The ABTPA board has determined that grants programs must document specific activities that are appropriate under each of the three goals. Applicants are allowed to write a limited number of user defined activities.

ID	Activity	Measure	Target
	Mandatory Motor Vehicle Theft Measures Required for all Grantees.		
1.1.15	Increase the recovery rate of stolen motor vehicles	Report the number of vehicles recovered	*Mandatory. Reporting for Task Force Only*
1.1.16	Increase the clearance rate of motor vehicle thefts	Report the number of motor vehicle theft cases cleared	*Mandatory. Reporting for Task Force Only*
1.1.17	Increase the number of persons arrested for motor vehicle theft	Report the number of persons arrested for motor vehicle theft	*Mandatory. Reporting for Task Force Only*
	Mandatory Burglary of a Motor Vehicle Measures Required for all Grantees		
2.1.12	Increase the clearance rate of motor vehicle burglaries	Report the number of burglary cases cleared	*Mandatory. Reporting for Task Force Only*
2.1.13			

ID	Activity	Measure	Target
	Increase the number of persons arrested for motor vehicle burglary	Report the number of persons arrested for burglary	*Mandatory. Reporting for Task Force Only*
	Measures for Grantees. Add Target values for those that you will measure.		
1	**Goal 1: Reduce the Incidence of Motor Vehicle Theft through Enforcement Strategies**		
1.1	**Strategy 1: Conduct Activities that Result in the Arrest, Clearance, and Recoveries of Motor Vehicle Theft**		
1.1.1	Identify groups of auto theft offenders through intelligence gathering, crime analysis and the use of informants	Number of groups identified	*5*
1.1.2	Identify and document/record prolific motor vehicle theft offenders [Prolific is defined as "linked to MVT offenses three or more times"]	Number identified/documented offenders	*5*
1.1.3	Collaborate with the District Attorneys' offices regarding sentencing, case packets or addressing repeat offenders	Report the total number of cases where LEOs collaborated with prosecutors	*20*
1.1.5	Conduct inspections of local businesses related to vehicle enterprise (transportation code or occupation code authorized companies such as salvage yard, repair shop, parts recycling center, used car dealership, salvage rebuilder, title service company, other). (see 1.3 for number of vehicles inspected in these businesses)	Number of businesses inspected	*60*
1.1.6	Conduct bait vehicle operations that target motor vehicle theft offenders	Number of bait vehicle deployments	*12*
1.1.8	Deploy license plate readers (LPR)	Number of times LPR deployed	*12*
1.1.9	Respond to license plate reader (LPR) alert notifications	Number of times investigators responded to LPR alert notifications	
1.1.12	Conduct covert operations targeting motor vehicle theft offenders	Number of covert operations	*2*
1.1.13	Conduct warrant "round-up" operations targeting auto	Number of operations	

ID	Activity	Measure	Target
	crimes offenders, including those wanted for motor vehicle thefts, vehicle burglaries and the theft of vehicle parts		
1.2	**Strategy 2: Conduct Collaborative Efforts that Result In Reduction of Incidents of Motor Vehicle Theft**		
1.2.1	Provide Agency Assists	Number of agency assists	*120*
1.2.2	Collaborate with other units or divisions (i.e. homicide, vice, narcotics, etc.) where a motor vehicle was used in the commission of the crime (includes identification of vehicle).	Number of times collaborated within departments or SOs participating in taskforce	*100*
1.2.3	Collaborate with LE agencies and other organizations that assist in the reduction of motor vehicle thefts	Number of times collaborated with coverage area agencies or other law enforcement agencies	*80*
1.2.4	Collaborate on investigations regarding stolen parts and other property	Number of cases investigated	*50*
1.2.5	Conduct intelligence information-sharing	Number of intelligence meetings attended	*12*
1.2.6	Conduct intelligence information-sharing	Crime analysis bulletins disseminated	*12*
1.3	**Strategy 3: Prevent and Reduce the Incidence of Motor Vehicle Related Fraud Activities**		
1.3.1	Collaborate with agencies relating to investigation and enforcement of vehicle insurance fraud	Number of collaborations	*2*
1.3.2	Conduct 68(A) inspections (for TxDMV assignment or reassignment of VIN)	Number of vehicles inspected to complete a serialized 68A inspection form per TxDMV (VIN assignment, reassignment, bonded title)	*400*
1.3.3	Conduct VIN verification inspections. (All other reasons except bridge or port)	Number of vehicles inspected	
1.3.4	Coordinate with TxDMV/Tax Offices relating to investigation and enforcement of fraudulent titles and registration of stolen vehicles	Number of collaborations related to MVT	*12*
2	**Goal 2: Reduce the Incidence of Theft from Motor Vehicles through Enforcement Strategies**		

ID	Activity	Measure	Target
2.1	**Strategy 1: Conduct Activities that Result in the Arrest, Clearance, and Recoveries of Burglary of Motor Vehicles and Theft of Vehicle Parts and Accessories**		
2.1.1	Conduct bait vehicle operations that target vehicle burglary offenders	Number of bait vehicle burglary deployments	*12*
2.1.2	Identify "prolific BMV offenders" through informants and intelligence [Prolific is defined as "linked to BMV and theft of vehicle parts and accessories offenses three or more times"]	Number of offenders identified	*5*
2.1.3	Collaborate with the District Attorneys' offices regarding sentencing, case packets or addressing repeat offenders	Report the total number of cases where LEOs collaborated with prosecutors	*10*
2.1.4	Conduct inspections of local businesses related to vehicle enterprise (transportation code or occupation code authorized companies such as salvage yard, repair shop, parts recycling center, used car dealership, salvage rebuilder, title service company, other).	Number of businesses inspected (see Goal 5 for number and value of parts recovered)	*20*
2.1.5	Conduct warrant "round-up" operations targeting auto crimes offenders, including those wanted for motor vehicle thefts, vehicle burglaries and the theft of vehicle parts	Number of "round up" operations	
2.1.7	BMV related cases presented to prosecutor	Report the total number of BMV related cases presented to prosecutor(s) where there was an incidence of theft from motor vehicles (includes criminal complaints for BMV, Theft, theft of parts or other cases directly tied to ABTPA statute of motor vehicle burglary and economic motor vehicle theft as defined in ABTPA statute)	*10*
2.2	**Strategy 2: Conduct Collaborative Efforts that Result in the Reduction of Incidents of Theft From a Motor Vehicle**		
2.2.1	Provide Agency Assists	Number of agency assists	*120*
2.2.2			*20*

ID	Activity	Measure	Target
	Collaborate with other units or divisions (i.e. homicide, vice, narcotics, etc.) where a motor vehicle was used in the commission of the crime (includes identification of vehicle).	Number of times collaborated within departments or SOs participating in taskforce	
2.2.3	Collaborate with LE agencies and other organizations that assist in the reduction of thefts from a motor vehicle	Number of times collaborated with coverage area agencies or other law enforcement agencies.	*120*
2.2.4	Investigate cases regarding stolen parts and other property	Number of cases investigated	*120*
3	**Goal 3: Educate/Train Citizens and Qualified Personnel in Detection and Prevention of Motor Vehicle Theft, Burglary of Motor Vehicles and Theft of Vehicle Parts and Accessories**		
3.1	**Strategy 1: Conduct Public Awareness Related Activities Used to Educate Citizens**		
3.1.1	Conduct educational outreach events (include trade show, exhibits, booths at community events, vehicle displays, brochures, etc.)	Number of outreaches	*12*
3.1.2	Conduct educational presentations to citizens	Number of presentations	*5*
3.1.4	Conduct vehicle identification number (VIN) etchings	Number of etching events	
3.1.5	Purchase advertisements in local outlets	Number of advertisements purchased	*24*
3.1.6	Conduct vehicle report card initiatives.	Number report cards issued	*100*
3.1.7	Utilize social media outlets (FaceBook, Twitter, Instagram, etc.)	Number of postings in social media outlets	*50*
3.1.8	Deploy outdoor public notification signage	Number of deployments per month (if sign remains several months, count as 1 deployment per month)	*12*
3.1.10	Conduct media outreach, including, public service announcements, press releases, and interviews	Number of outreaches	
3.2	**Strategy 2: Conduct Law Enforcement Training Activities to Educate Officers on Recognition and Apprehension of Stolen Vehicles and Property**		
3.2.1	Conduct law enforcement training (TCOLE)	Number of classes	*2*

ID	Activity	Measure	Target
3.2.2	Conduct law enforcement training (TCOLE)	Number of participants	
3.2.3	Conduct vehicle crimes presentations to law enforcement agencies (non TCOLE)	Number of classes	
3.2.4	Conduct vehicle crimes presentations to law enforcement agencies (non TCOLE)	Number of participants	

Grant Evaluation

4.1 Describe the method and practice of evaluating the program activities. Including management and staff participation and systems (forms and software) used to ensure reliable and accurate data is collected and reported.

The local evaluation process establishes accountability and measurement of progress through collection of data and information throughout the chain of command. Investigators are required to keep activity logs and submit monthly reports to the Program Manager. The Task Force Supervisor reviews cases and monitors the activities of investigators. The Program Director oversees the entire operation, including the field supervisor, and maintains records of activity and spending. He works closely with the Beaumont CFO's grant coordinator and reports as necessary to the department heads of the participating agencies to discuss progress and/or problems.

UCR data for all agencies within the project area will be closely monitored to determine the overall impact of Task Force efforts. Personal activity logs and specific reports will be maintained to log progress on stated objectives. These include information detailing such things as the number of bait operations, inspections and public awareness initiatives performed. They will also record other items like arrests made, cases filed and vehicles recovered.

Progress of the program will be evaluated monthly. Each investigator will complete a monthly report based on ABTPA reporting categories and the specific objectives of this grant. Each report will be accompanied by documentation supporting the information given. The Project Manager will then compile that information into the quarterly Progress Reports that are forwarded to ABTPA.

4.2 Provide suggested measures that your think would better reflect the law enforcement or prevention work that your grant will perform. If the suggested measure fits into one of the goals 1-3 in the goals list above please indicate. If the suggested measure is a new kind of goal please suggest what best fits your measure.

Current Documents in folder

Grant Review and Negotiation Document.pdf (8/1/2019 4:32:08 PM)
Resolution.pdf (6/5/2019 9:31:22 AM)

Certifications

The certifying official is the authorized official, Kyle Hayes, City Manager.

By submitting this application I certify that I have been designated by my jurisdiction as the authorized official to accept the terms and conditions of the grant. The statements herein are true, complete, and accurate to the best of my knowledge. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties.

By submitting this application I certify that my jurisdiction agrees to comply with all terms and conditions if the grant is awarded and accepted. I further certify that my jurisdiction will comply with all applicable state and federal laws, rules and regulations in the application, acceptance, administration and operation of this grant.

Texas Department *of* Motor Vehicles

HELPING TEXANS GO. HELPING TEXAS GRO™

EXHIBIT B

Watch Your Car

TEXAS MOTOR VEHICLE CRIME PREVENTION AUTHORITY

ABTPA Board Members

Lt. Tommy Hansen
Chair
Law Enforcement Representative
Hitchcock, Texas

Ashley Hunter
Insurance Representative
Austin, Texas

Shay Gause
Insurance Representative
Helotes, Texas

Linda Kinney
Consumer Representative
Dripping Springs, Texas

Armin Mizani
Consumer Representative
Keller, Texas

Asst. Chief Mike Rodriguez
Law Enforcement Representative
Laredo, Texas

Ex Officio Member
Steven C. McCraw
Major Justin Owen—Designee
Texas Department of Public Safety
Austin, Texas

Bryan E. Wilson
Director

August 21, 2019

Mr. Kyle Hayes, City Manager
City of Beaumont
P.O. Box 3827
Beaumont, Texas 77704
Via Email: kyle.hayes@beaumonttexas.gov

Re:	**FY2020 ABTPA Statement of Grant Award and Acceptance Notice**
Grant Number:	**608-20-1230100**
Grantee:	**City of Beaumont**
Program Title:	**Southeast Texas Auto Theft Task Force**
Grant Award Amount:	**$528,714**
Grant Term:	**September 1, 2019 to August 31, 2020**

Dear Mr. Hayes,

I am pleased to inform you that the City of Beaumont has been approved for a grant award awarded by the Automobile Burglary and Theft Prevention Authority (ABTPA) [effective September 1, 2019 name change to Motor Vehicle Crime Prevention Authority] in the amount indicated above. The award will be from September 1, 2019 through August 31, 2020. The grant award must be officially accepted by signing and returning the enclosed Statement of Grant Award and grantee acceptance notice within 30 days from the date received.

We look forward to working with you to combat and reduce motor vehicle theft and burglary. Any questions relating to the administration of this grant should be directed to our office. Please do not hesitate to contact me should you require further assistance with this matter. I can be reached at Bryan.Wilson@txdmv.gov or (512) 465-4012.

Sincerely,

Bryan E. Wilson
Director

Copy via email: all agency designated grant officials

Texas Department *of* Motor Vehicles
HELPING TEXANS GO. HELPING TEXAS GROW.

EXHIBIT B

Watch Your Car
TEXAS MOTOR VEHICLE CRIME PREVENTION AUTHORITY

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Director

August 21, 2019

Mr. Kyle Hayes, City Manager
City of Beaumont
P.O. Box 3827
Beaumont, Texas 77704
Via Email: kyle.hayes@beaumonttexas.gov

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Grant Number:	**608-20-1230100**
Grantee:	**City of Beaumont**
Program Title:	**Southeast Texas Auto Theft Task Force**
Grant Award Amount:	**$528,714**
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Sincerely,

Bryan E. Wilson
Director

Copy via email: all agency designated grant officials

EXHIBIT C

Watch Your Car
TEXAS MOTOR VEHICLE CRIME PREVENTION AUTHORITY

FY20 Automobile Burglary and Theft Prevention Authority
[effective September 1, 2019 name change to Motor Vehicle Crime Prevention Authority]
Statement of Grant Award and Grantee Acceptance Notice

Grant Number:	**608-20-1230100**
Grantee:	**City of Beaumont**
Program Title:	**Southeast Texas Auto Theft Task Force**
Grant Award Amount:	**$528,714**
Total Cash Match Amount:	**$361,626**
Reimbursement Percent*:	**59.38%**
In-Kind Match Amount:	**$262,205**
Grant Term:	**September 1, 2019 to August 31, 2020**

That whereas, City of Beaumont (hereinafter referred to as Grantee), has heretofore submitted a grant application in response to the Request for Application issued on April 19, 2019 to the Automobile Burglary and Theft Prevention Authority, State of Texas, entitled Southeast Texas Auto Theft Task Force, and further identified by grant number 608-20-1230100; and

Whereas, the Automobile Burglary and Theft Prevention Authority has approved the grant application as evidenced by this FY20 Statement of Grant Award and certain special requirements from the Automobile Burglary and Theft Prevention Authority dated **August 21, 2019**; and

Whereas, the Grantee desires to accept the FY20 grant award and use all funds for purposes and in compliance with the following requirements that are adopted in their entirety by reference:

- Texas Revised Civil Statutes Article 4413(37);
- Texas Administrative Code: Title 43; Part 3; Chapter 57;
- Uniform Grant Management Standards (UGMS) as promulgated by the Texas Comptroller of Public Accounts;
- The Request for Applications issued on April 19, 2019;
- The current Automobile Burglary and Theft Prevention Authority Grant Administrative Manual and forms and subsequently adopted grantee instruction manuals and forms;
- The Final Adopted Application attached to this Statement of Grant Award;
- The certification of compliance; and
- The Approved Grant Budget Summary:

Approved Grant Budget Summary

	ABTPA	Cash Match	Total	In-Kind
Personnel	$249,535	$0	$249,535	$250,705
Fringe	$0	$186,850	$186,850	$0
Overtime	$0	$5,000	$5,000	$0
Professional and Contract Services	$189,029	$135,376	$324,405	$0
Travel	$9,576	$0	$9,576	$0
Equipment	$0	$0	$0	$0
Supplies and Direct Operating Expenses	$80,574	$34,400	$114,974	$11,500
Total	$528,714	$361,626	$890,340	$262,205

*Reimbursement Percent: *Reimbursement Percent: 59.38% - $528,714 ABTPA Amt. / $ 890,340 (ABTPA Amt. plus $351,632 Cash Match)

Now, therefore, the Grantee accepts the FY20 Statement of Grant Award under the conditions above including the special requirements in the grant application and the Statement of Grant Award as evidenced by this agreement, executed by the official authorized to sign the original grant application, or the official's designated successor, as presiding officer of and on behalf of the governing body of this grantee; and

The Automobile Burglary and Prevention Authority has awarded the above-referenced grant subject to the availability of state funds. The approved budget is reflected in the above Approved Grant Budget Summary. This grant is subject to and conditioned upon the acceptance of the ABTPA Grant Administrative Guide promulgated for this specific program fund (referenced above) by the Automobile Burglary and Prevention Authority. Applicable special conditions are listed below.

Special Conditions and Requirements (ABTPA will only apply special conditions to applicable jurisdictions):

_____**Border Security Report Requirement** – Grantees that receive Automobile Burglary and Prevention Authority funds and which are located along the United States of America border with the United States of Mexico and those that are adjacent to the Gulf Intracoastal Waterway are required to provide an additional report as required by the General Appropriations Act, page IX-38 Section 7:11 (b) 3; 86th Texas Legislature, Regular Session. The Governor or Legislative Budget Board may request additional information regarding the report data during the term of the grant.

APPROVED AND ACCEPTED BY:

L | L

Authorized Official

Kyle Hayes, City Mgr.

Printed Name and Title

8-26-19

Date Signed

Special, December 17, 2019

There being no further business to come before the Court at this time, same is now here adjourned on this date, December 17, 2019